CONTRA COSTA COUNTY

Administration Building Room 110 | 1025 Escobar St., Martinez, CA

AGENDA

Tuesday, August 6, 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
clerkoftheboard@cob.cccounty.us

The public may attend the Board meeting in person and remotely via call-in or Zoom. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov. Meetings of the Board are closed-captioned in real time.

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. Glendale Adventist Medical Center d/b/a Adventist Glendale Medical Center, et al. v. Xavier Becerra; United States District Court, District of Columbia, Case No. 1:24-cv-01244-RCL
2. County of Santa Clara d/b/a Santa Clara Valley Medical Center, et al. v. Xavier Becerra; United States District Court, District of Columbia, Case No. 1:24-cv-02075-PLF
B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2): [Two potential cases.]

1. Closed session Notice from County Counsel **24-2322**

Attachments: Closed Session Notice from County Counsel (7.31.24).pdf

4. Inspirational Thought-

"Optimism is a happiness magnet. If you stay positive good things and good people will be drawn to you." – Mary Lou Retton

5. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.92 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor. Items removed from the Consent Calendar will be considered with the Discussion Items.

6.. PRESENTATIONS

PR.1 PRESENTATION to celebrate the exoneration of the Port Chicago 50, and to recognize those who significantly contributed towards the exoneration advocacy efforts. (Kendra Carr, Office of Racial Equity and Social Justice)

PR.2 PRESENTATION from Health Services Director and CEO, Anna Roth, and additional department staff, to provide an overview of Contra Costa Health workforce development initiatives that engage and employ people with lived experience. (Anna Roth, Health Services Director)

7. DISCUSSION ITEMS

D.1. HEARING to consider the proposed formation of Zone 1519 within County Service Area P-6 (Police Services) and adoption of Resolution No. 2024-276, for Subdivision No. 9581 in the unincorporated Walnut Creek area of the County for County File #CDSD21-09581. (Diana Lecca, Department of Conservation and Development) **RES 2024-276**

Attachments: Exhibit A - Legal Description
Exhibit B - Plat
Resolution 2024-237

D.2. HEARING to consider adopting a Resolution No. 2024-277 and Ordinance No. 2024-13, authorizing the levy of a special tax for police protection services in Zone 1519 of County Service Area P-6 for Subdivision No. 9581 (County File #CDSD21-09581) in the unincorporated Walnut Creek area of the County, and fixing an election on October 8, 2024, to obtain voter approval. (Diana Lecca, Department of Conservation and Development) **RES 2024-277**

Attachments: Exhibit A - Legal Description
Exhibit B - Plat
Exhibit C - ORDINANCE NO. 2024-13
Resolution 2024-237

D.3. HEARING to consider an appeal of the County Planning Commission's approval of a Kensington design review application for a two-story, 993 square foot, residential addition at 40 Anson Way in the unincorporated Kensington area and to consider approving the project, including approving a Kensington design review development plan, and related actions (Cari Rosner Jelen- Applicant, Elena Saxonhouse- Owner) (Kris McClain – Appellant). (Adrian Veliz, Department of Conservation and Development) **24-2326**

Attachments: 01 CDDP23-03024 BOS Findings and COAs_080624
02 - BOS Appeal Letter CDDP23-03024
03 Owners Letter re 40 Anson Appeal w attachments
04 CDDP23-03024 CPC Staff Report_w exhibits
05 CDDP23-03024 ZA Staff Report final
CDDP23-03024 BOS Presentation_rev07.31.24

D.4. CONSIDER an update on COVID-19; and PROVIDE direction to staff. (Anna Roth, Health Services Director and Dr. Sefanit Mekuria, Deputy Health Officer) **24-2327**

D.5 CONSIDER consent item previously removed.

D.6 PUBLIC COMMENT (2 Minutes/Speaker)

D.7 CONSIDER reports of Board members.

8. ADJOURN

9. CONSENT CALENDAR

Child Support Services

C.1. APPROVE Budget Amendment No. BDA-24-00418 recognizing revenue received in fiscal year 2023-2024 in the amount of $6,337,726 for expenses incurred in fiscal year 2022-2023 and appropriating it to Child Support Services. (66% Federal, 34% State) **24-2328**

Attachments: BDA-24-00418.pdf

Clerk of the Board

C.2. ADOPT Resolution No. 2024-278 celebrating the exoneration of the Port Chicago 50 and recognizing those who significantly contributed towards the exoneration advocacy efforts, as recommended by Supervisor Glover. **RES 2024-278**

C.3. ADOPT corrected seat termination date for Catherine Reed on the District 1 seat for the Family and Children's Trust Committee for a term ending on September 30, 2024, and REAPPOINT Catherine Reed to the District 1 seat for the Family and Children's Trust Committee for a term ending on September 30, 2026, as recommended by Supervisor Gioia **24-2329**

Attachments: Reed, Catherine (redacted) 12-27-23

C.4. APPOINT Randy Loyd to the Appointee 2 Seat on the El Sobrante Municipal Advisory Council seat, for a term ending on December 31, 2026, as recommended by Supervisor Gioia. **24-2330**

Attachments: Lloyd, Randy (ESMAC)_redacted

C.5. APPOINT Elianna Campos to the Community Representative #2 - Central/South County seat and Birdie Winrow to the Community Representative #4 - East County seat with terms ending April 30, 2025, and REAPPOINT Stacie Cooper-Roundtree to the Child Care Provider #4 - East County seat, with a term ending April 30, 2027, on the Local Planning and Advisory Council for Early Care and Education, as recommended by the Family and Human Services Committee. **24-2331**

Attachments: LPC Roster
Campos Elianna Application_Redacted
Winrow Birdie Application_Redacted
Cooper-Roundtree Stacie Application_Redacted

C.6. APPOINT nine (9) individuals to the Workforce Development Board of Contra Costa, as recommended by the Family and Human Services Committee. **24-2332**

Attachments: WDB Appointment Recommendation Memo and Applications

C.7. ACCEPT the resignation of Julie Bautista due to her retirement on July 31, 2024, DECLARE vacant the County Schools and Community College Districts Representative seat on the Treasury Oversight Committee (TOC) and DIRECT the Clerk of the Board of post the vacancy, as recommended by the Treasurer Tax Collector. **24-2333**

C.8. DECLARE a vacancy in the District I, Alternate 1 seat on the El Sobrante Municipal Advisory Council for a term ending on December 31, 2026 and DIRECT the Clerk of the Board to post the vacancy. **24-2334**

C.9. REAPPOINT Richard Frankel to the District IV Seat on the Assessment Appeals Board for a term ending September 5, 2027, as recommended by Supervisor Carlson. **24-2335**

Clerk-Recorder/Elections

C.10. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the Lions Center for the Visually Impaired in the amount of $150 to rent the Center's Pittsburg facility to host a polling site for the November 5, 2024 general election. (100% General Fund) **24-2336**

C.11. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of Antioch to rent the Nick Rodriguez Community Center to host a polling site for the November 5, 2024 General Election. (No fiscal impact) **24-2337**

C.12. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of Antioch to rent the Antioch Water Park to host poll worker training and a polling site for the November 5, 2024 General Election. (No fiscal impact) **24-2338**

C.13. APPROVE and AUTHORIZE the Clerk-Recorder, or designee to execute a contract with the City of El Cerrito to rent the El Cerrito Community Center to host a polling site for the November 5, 2024 General Election. (No fiscal impact) **24-2339**

C.14. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of El Cerrito to rent the Hana Gardens Senior Center to host poll worker training for the November 5, 2024 General Election. (No fiscal impact) **24-2340**

C.15. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the Trustees of the California State University and Colleges in the amount of $400 to rent the California State University - East Bay Concord campus to host poll worker training for the November 5, 2024 General Election. (100% General Fund) **24-2341**

C.16. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of Brentwood to rent the Brentwood Community Center to host poll worker training, a regional early voting site, and a polling site for the November 5, 2024 General Election. (No fiscal impact) **24-2342**

C.17. APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the San Ramon Valley United Methodist Church in the amount of $1,000 to rent the Wesley Center Great Hall to host a regional early voting site and a polling site for the November 5, 2024 General Election. (100% General Fund) **24-2343**

C.18. ACCEPT the canvass of votes for the Police Service Election in Area P-6, Zone 216, Subdivision 9588, as recommended by the Clerk-Recorder. (100% County Service Area P-6) **24-2344**

Attachments: PSE_ElectionCertificate-Canvass

Conservation & Development

C.19. ADOPT Resolution No. 2024-284 conditionally providing for the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed $30,000,000 to finance the acquisition, construction, and rehabilitation of Riverhouse Hotel, a multifamily residential rental housing development located at 700 Alhambra Avenue, Martinez, and approving related actions, as recommended by the Conservation and Development Director. (No fiscal impact) **RES 2024-284**

C.20. ADOPT Resolution No. 2024-263 to approve and authorize the Conservation and Development Director, or designee, to apply for and accept a grant of up to a maximum of $1,499,285 from the California Ocean Protection Council, Senate Bill 1 Grant Program, for the preparation of the Contra Costa County Resilient Shoreline Plan that would create focused adaptation strategies and implementation actions for the communities along Contra Costa County's shoreline. (100% State, no County match) **RES 2024-283**

Attachments: Governing Board Resolution for OPC Grants_Contra Costa Resilient Shoreline Plan

C.21. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents to restructure a Community Development Block Grant and a HOME Investment Partnership Program loan and AUTHORIZE Conservation and Development Director to execute necessary legal documents for the acquisition and development of 86 affordable rental apartment units at Giant Road Apartments in San Pablo. (100% Federal funds) **24-2417**

Attachments: First Amendment of Giant Road Regulatory Agr
Giant Road Assignment Agr
Giant Road Deed of Trust
Giant Road Refinanced Promissory Note
Giant Road Second Amended Restated Intercreditor
First Amendment of Giant Road County Loan Agr

C.22. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with The Regents of the University of California, on behalf of its UC Berkeley Institute of Research on Labor and Employment, in an amount not to exceed $2,000,000 to analyze and design implementation strategies for clean energy economic development in the Green Empowerment Zone of Contra Costa County, for the period August 6, 2024 through August 5, 2027. (100% State Green Empowerment Zone funds) **24-2418**

C.23. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept, if awarded, an Environmental and Climate Justice Community Change Grant in an amount not to exceed $20 million from the U.S. Environmental Protection Agency and to execute a Partnership Agreement with Urban Tilth to cooperate in seeking the grant. (100% Federal; no County match) **24-2419**

Attachments: STATUTORY PARTNERSHIP AGREEMENT v.4

County Administration

C.24. APPROVE and AUTHORIZE the County Administrator, or designee to execute a contract with Sletten Construction Company, a Montana Corporation, in an amount not to exceed $590,000 for the preconstruction phase of the West County Accessible Room Compliance (WARC) Project; AUTHORIZE the use of progressive design build procurement; and AUTHORIZE the County Administrator to approve final plans, specifications and design documents. **24-2420**

C.25. APPROVE and AUTHORIZE the County Administrator, or designee, to sign a revocable grant agreement with the Community Youth Center, a 501(c)(3) nonprofit corporation (CYC), in the amount of $5,000,000 to be used in the renovation of the CYC-owned property located at 1381 Galaxy Way in Concord, increasing CYC's capacity to provide youth services. (100% Measure X) **24-2421**

Attachments: Draft CYC Term Sheet final.pdf

C.26. APPROVE and AUTHORIZE the County Administrator, or designee, to execute legal documents necessary to opt-in to a settlement agreement with Kroger Company in the National Prescription Opiate Litigation and receive opioid settlement funds. (100% Kroger Company) **24-2422**

C.27. APPROVE Fiscal Year 2023-24 Budget Amendment No. BDA-24-00420 to appropriate fund balance in the amount of $275,460 for Vehicle Theft Program expenditures. (100% State Vehicle Theft Program fund balance) **24-2423**

Attachments: BDA-24-00420.pdf

C.28. APPROVE Fiscal Year 2023-24 Budget Amendment No. BDA-24-00417 to appropriate fund balance in the amount of $299,312 for Crockett-Carquinez Fire District's Station 78 completed facility upgrades. (100% Crockett-Carquinez Fire District fund balance) **24-2424**

Attachments: BDA-24-00417.pdf

County Counsel

C.29. APPROVE amendments to the list of designated positions of the Mt. View Sanitary District's Conflict of Interest Code, as recommended by County Counsel. **24-2345**

Attachments: Exhibit A - Conflict of Interest Code Appendix A for the Mt. View Sanitary District.pdf
Exhibit B - Conflict of Interest Code Appendix A for the Mt. View Sanitary District - REDLINE.pdf

C.30. APPROVE amendments to the List of Designated Positions of the Office of the Sheriff's Conflict of Interest Code, as recommended by County Counsel. **24-2346**

Attachments: Exhibit A - Office of the Sheriff COI Code - List of Designated Positions.pdf
Exhibit B - Office of the Sheriff COI Code - List of Designated Positions - REDLINED.pdf

Employment & Human Services

C.31. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial interagency agreement with the Foster Youth Services Coordinating Program, Executive Advisory Council stakeholders which documents how county partners work together to support the educational needs and achievement of foster youth in Contra Costa County for the period July 1, 2024 through June 30, 2029. (No fiscal impact) **24-2392**

C.32. APPROVE Budget Amendment No. BDA-24-00257 authorizing an adjustment to the Employment and Human Services (EHSD), Community Services Bureau (0589) expenditure and revenue budget as part of the EHSD's FY 2023/24 Budget Rebalance (Mid-Year Adjustment). **24-2393**

Attachments: BDA-24-00257-1.pdf

C.33. APPROVE Budget Amendment No. BDA-24-00258 authorizing an adjustment to the Employment and Human Services Department (EHSD), Workforce Development Board (0583) and Domestic Violence Victim Assistance (Alliance) (0585) expenditure and revenue budgets as part of the EHSD's FY 2023/24 Budget Rebalance (Mid-Year Adjustment). **24-2394**

Attachments: BDA-24-00258.pdf

C.34. APPROVE clarification of Board action of June 25, 2024, C.85, to reflect that the Memorandum of Understanding with the California Department of Aging relates to coordination of Older Americans Act and Older Californians Act services to eligible persons, with no change to payment limit of $6,938,582 or term July 1, 2024 through June 30, 2029. (71% Federal, 29% State) **24-2395**

C.35. ACCEPT the Implementation Plan for Measure X Funded Youth Centers as submitted by the Employment and Human Services Department. **24-2396**

Attachments: MX Youth Centers_Implementation Plan_7.24.24

Health Services

C.36. ADOPT Resolution No. 2024-282 confirming the Final Report for CSA EM-1 (Emergency Medical Services) and setting assessments to be collected with the Fiscal Year 2024-25 property taxes, as recommended by the Health Services Director. (100% County Service Area-Emergency Medical Services Fund) **RES 2024-282**

Attachments: Final Report FY 24-25

C.37. ADOPT report prepared by the Health Services Department as the Board of Supervisors' response to Contra Costa Civil Grand Jury Report No. 2404, entitled "County Petroleum Refineries and Hazardous Material Releases – Improving the Hazmat Response", and DIRECT the Clerk of the Board to transmit the Board's response to the Superior Court no later than September 9, 2024. **24-2397**

Attachments: Response to Grand Jury Report 2404
Grand Jury Report No. 2404 - County Petroleum Refineries and Hazardous Material Releases-Improving the Hazmat Response .pdf

C.38. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an contract amendment with Hyland Software, Inc., to increase the payment limit by $553,579 to an amount not to exceed $745,901 and to extend the term through July 31, 2027 for additional document management software and services for Contra Costa Health. (100% Hospital Enterprise Fund I) **24-2398**

C.39. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Kadiant LLC, to increase the payment limit by $700,000 to an amount not to exceed $760,000 for additional applied behavior analysis services with no change in the term ending September 30, 2025. (100% Contra Costa Health Plan Enterprise Fund II) **24-2399**

C.40. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Shahbaz R. Khan, M.D., to increase the payment limit by $60,000 to an amount not to exceed $204,144 for additional outpatient psychiatric services and expert court testimony with no change in the term ending August 31, 2024. (100% Mental Health Realignment) **24-2400**

C.41. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Youth Service Bureau, in an amount not to exceed $5,388,308 to provide Medi-Cal specialty mental health services to children and their families in West Contra Costa County for the period July 1, 2024 through June 30, 2025. (100% Federal Medi-Cal) **24-2401**

C.42. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Loomis Armored US, LLC, to increase the payment limit by $100,000 to an amount not to exceed $210,000 for additional armored car transportation services for the Health Services Department with no change in the term ending July 1, 2026. (100% Hospital Enterprise Fund I) **24-2402**

C.43. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with East Bay Audiologists, a Professional Corporation, to increase the payment limit by $750,000 to an amount not to exceed $2,955,000 for additional audiology evaluation services at Contra Costa Regional Center with no change in the term ending August 31, 2026. (100% Hospital Enterprise Fund I) **24-2403**

C.44. APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the Department of Health Care Services, Children Medical Services, to pay the County an amount not to exceed $1,279,105 for the Child Health and Disability Prevention, Health Care Program for children in foster care including psychotropic medication management and monitoring oversight activities for the period July 1, 2024 through June 30, 2025. (100% State, no County match) **24-2404**

C.45. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Spine Center, A Professional Medical Corporation, in an amount not to exceed $360,000 to provide pain management services for Contra Costa Health Plan members and County recipients for the period August 1, 2024 through July 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **24-2405**

C.46. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Craneware, Inc., to increase the payment limit by $420,000 to an amount not to exceed $696,435 and to extend the term through August 14, 2029 for additional software licensing, maintenance and support services. (100% Hospital Enterprise Fund I) **24-2406**

C.47. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Clinica De La Raza, Inc., in an amount not to exceed $800,000 to provide Medi-Cal specialty mental health services to minority children and their families in East Contra Costa County for the period July 1, 2024 through June 30, 2025. (100% Federal Medi-Cal) **24-2407**

C.48. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Aspiranet, in an amount not to exceed $700,495 to provide Medi-Cal specialty mental health services including therapeutic behavioral services for children and young adults in East and West Contra Costa County for the period July 1, 2024 through June 30, 2025. (100% Federal Medi-Cal) **24-2408**

C.49. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mountain Valley Child and Family Services, Inc., in an amount not to exceed $3,329,450 to provide Medi-Cal specialty mental health services including early and periodic screening, diagnostic, and treatment and therapeutic behavioral services for minority children and their families for the period July 1, 2024 through June 30, 2025. (100% Federal Medi-Cal) **24-2409**

C.50. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with YWCA of Contra Costa/Sacramento, in an amount not to exceed $2,794,151 to provide Medi-Cal specialty mental health services for children and young adults who have been adopted, are currently being adopted or are in the foster care system in East and West Contra Costa County for the period July 1, 2024 through June 30, 2025. (100% Federal Medi-Cal) **24-2410**

C.51. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Department, a purchase order amendment with Clear Labs, Inc., to extend the term through July 31, 2026 to continue purchasing testing reagents and kits for SARS-CoV-2 and other pandemic virus whole genome sequencing, with no change in the payment limit. (100% Federal Grant) **24-2411**

C.52. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Department, a purchase order with Cardinal Health Pharmacy Services, LLC in an amount not to exceed $37,000,000 to procure pharmaceuticals and related supplies for Contra Costa Regional Medical Center, Contra Costa Health Centers, Martinez Detention Facility and Contra Costa Health Plan for the period from September 1, 2024 through August 31, 2025. (100% Hospital Enterprise Fund I) **24-2412**

C.53. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Qiagen, LLC in an amount of $800,000, and Master Purchasing Agreement, for the purchase of medical supplies including QuantiFERON -Tuberculosis and AmniSure products for the clinical laboratory at the Contra Costa Regional Medical Center, for the period from June 1, 2024, through May 31, 2027. (100% Hospital Enterprise Fund I) **24-2413**

C.54. 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 July 15, 2024 meeting, and by the Health Services Director; and APPROVE the Physician Assistant Practice Agreement form authorizing physician assistants to perform medical services at Contra Costa Regional Medical Center. (No fiscal impact) **24-2414**

Attachments: July List
PA Pratice Agreement

C.55. APPROVE Budget Amendment No. BDA-24-00273 authorizing the transfer of appropriations in the amount of $192,676 from Health Services – Behavioral Health Administration (0467) to Public Works – ISF Fleet Services (0064) for the purchase of 5 vehicles for client transportation and support in the County Adult Mental Health Full Service Partnership Program. (100% Mental Health Services Act) **24-2425**

C.56. APPROVE Budget Amendment No. BDA-24-00274 authorizing the transfer of appropriations in the amount of $192,676 from Health Services – Behavioral Health Administration (0467) to Public Works – ISF Fleet Services (0064) for the purchase of 5 vehicles for client transportation and support in the Housing Support Services Department. (100% Mental Health Services Act) **24-2426**

C.57. APPROVE Budget Amendment No. BDA-24-00276 authorizing the transfer of appropriations in the amount of $155,759 from Health Services – Behavioral Health Administration (0467) to Public Works – ISF Fleet Services (0064) for the purchase of 4 vehicles for client transportation and support in the Assisted Outpatient Treatment Program. (100% Mental Health Services Act) **24-2427**

C.58. APPROVE Budget Amendment No. BDA-24-00277 authorizing the transfer of appropriations in the amount of $110,752 from Health Services – Behavioral Health Administration (0467) to Public Works – ISF Fleet Services (0064) for the purchase of 3 vehicles for client transportation and support in the Enhanced Care Management Department. (100% Enhanced Care Management) **24-2428**

C.59. APPROVE Budget Amendment No. BDA-24-00278 authorizing the transfer of appropriations in the amount of $90,015 from Health Services – Behavioral Health Administration (0467) to Public Works – ISF Fleet Services (0064) for the purchase of 2 vehicles for client transportation and support the Adult Behavioral Health Transition Team Program. (100% Mental Health Realignment) **24-2429**

C.60. RECEIVE a presentation from Health Services Director and CEO, Anna Roth, and additional department staff, to provide an overview of Contra Costa Health workforce development initiatives that engage and employ people with lived experience. (Anna Roth, Health Services Director) **24-2415**

Attachments: CCH Workforce Development Presentation

Housing Authority

C.61. Acting as the governing body for the Housing Authority of the County of Contra Costa, AUTHORIZE the Executive Director, or designee, to consent to an actual conflict of interest arising from Goldfarb & Lipman LLP's proposed joint representation of the Housing Authority and another party in connection with the conversion of the Las Deltas Public Housing Scattered Sites Project into affordable homeownership units. (No fiscal impact) **24-2315**

Attachments: Conflict and Joint Rep Letter CHDC and Housing Authority of Contra Costa County (Las Deltas Public Housing Scattered Sites Project)(3790080.5).pdf

Human Resources

C.62. APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract amendment with GovernmentJobs.com, Inc., (dba NeoGov), to increase the contract payment limit by $100,000 to $955,000 for providing a vendor-hosted internet-based applicant tracking software system, and to extend the term through June 30, 2025. (100% General Fund) **24-2389**

Information and Technology

C.63. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order to Computacenter, in an amount not to exceed $315,000 for the purchase of Cisco UCS server equipment. (100% General Fund) **24-2390**

C.64. APPROVE Budget Amendment No's. BDA-24-00264 through BDA-24-00272, authorizing adjustments to the Department of Information Technology (0147) and Telecommunications (0060) expenditure and revenue budgets as part of FY 2023/24 budget rebalance of $14,194,131. **24-2391**

Attachments: BDA-24-00264 Org 1055
BDA-24-00265 Org 1060
BDA-24-00266 Org 1063
BDA-24-00267 Org 1065
BDA-24-00268 Org 1070
BDA-24-00269 Org 1075
BDA-24-00270 Org 4280
BDA-24-00271 Org 4290
BDA-24-00272 Org 4295

C. Library

C.65. APPROVE and AUTHORIZE the County Librarian, or designee, to close the Clayton Library on August 10 and August 13th in order to replace the HVAC (heating, ventilation and air conditioning) system and reopen to the public on August 14th. (No fiscal impact) **24-2347**

C.66. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with General Datatech, L.P., in an amount not to exceed $294,098 for the renewal of Palo Alto Networks firewall equipment and support subscriptions, for the period July 23, 2024, through July 23, 2028. (100% Library Fund) **24-2348**

C.67. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with EBSCO Information Services, LLC, in an amount not to exceed $109,515 for the renewal of Environment Complete, ConsumerReports.org, MasterFILE Reference dBook Subscription, MasterFILE Complete and EBSCO Discovery Service research and reference materials, for the period August 1, 2024 through July 31, 2025. (100% Library Fund) **24-2349**

Probation/Reentry and Justice

C.68. APPROVE AND AUTHORIZE the County Probation Officer, or designee, to apply for, accept, and execute an agreement for grant funding from the California Office of Traffic Safety in an amount not to exceed $464,900 for intensive probation supervision of high-risk Driving Under the Influence (DUI) offenders with multiple DUI convictions for the period October 1, 2024 through September 30, 2025. (100% State, no County match) **24-2350**

C.69. APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with Diablo Paper Shredding, Inc., in am amount not to exceed $40,000 for shredding services for the period of September 1, 2024 to August 31, 2026. (100% General Fund) **24-2351**

C.70. APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with the Contra Costa County Office of Education, in an amount not to exceed $434,570 to provide student educational programs for youth enrolled in the Briones Youth Academy for the period July 1, 2024 through June 30, 2025. (100% State) **24-2352**

Public Works

C.71. ADOPT Resolution No. 2024-279 approve and authorize the Public Works Director, or designee, to fully close a portion of Highland Boulevard between Lam Court and Cowper Avenue, on August 26, 2024, from 7:00 a.m. through 5:00 p.m., for the purpose of replacement of a utility pole transformer, Kensington area. (No fiscal impact) **RES 2024-279**

C.72. ADOPT Resolution No. 2024-280 approving and authorizing the Public Works Director, or designee, to fully close a portion of Amherst Avenue between Oberlin Avenue and Princeton Avenue, on August 23, 2024 and August 24, 2024 from 7:00 a.m. through 5:00 p.m., for the purpose of replacement of a utility pole and utility pole transformer, Kensington area. (No fiscal impact) **RES 2024-280**

C.73. ADOPT Resolution No. 2024-281 accepting completion of improvements for development plan permit DP18-03031 (cross-reference minor subdivision MS18-00010) for a project developed by Del Hombre Walnut Creek Holdings, LLC, as recommended by the Public Works Director, Walnut Creek area. (100% Developer Fees) **RES 2024-281**

Attachments: DP18-03031 Recordable Resolution

C.74. ACCEPT the 2024 Semi-Annual Report of Real Estate Acquisition Acceptances dated January 1, 2024, through June 30, 2024, approved by the Public Works Director as submitted, Countywide. (100% Various Road and Flood Control Funds) **24-2353**

C.75. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with KCM Engineering, Inc. (dba Knight CM Group), effective June 4, 2024, to increase the payment limit by $722,000 to a new payment limit of $2,276,737, and extend the term through December 31, 2025, for construction management services for the Marsh Creek Road Bridges Replacement Project, Clayton and Brentwood areas. (79% Highway Bridge Program Grant Funds, 20% Local Road Funds, and 1% East County Area of Benefit Funds) **24-2354**

C.76. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Joint Exercise of Powers Agreement between Contra Costa County and the City of Walnut Creek for the design and construction of the San Miguel Drive Pedestrian Path Project, Walnut Creek area. (8% Transportation Development Act Funds, 55% City of Walnut Creek Funds, and 37% Central County Area of Benefit Funds) **24-2356**

Attachments: JEPA-Joint Exercise of Powers of Agreement

C.77. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with The Watershed Project, effective August 6, 2024, to increase the payment limit by $230,000 to a new payment limit of $752,500 and extend the term through October 31, 2025, for on-call technical assistance and support under the current National Pollutant Discharge Elimination System permit requirements, Countywide. (100% Stormwater Utility Area Assessment Funds) **24-2357**

C.78. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a reimbursement agreement with East Bay Regional Park District to reimburse them for pumping activities benefitting the Knightsen area in an amount not to exceed $86,790 for the 2022-2023 winter and an amount not to exceed $25,000 each year thereafter, using remaining Knightsen Town Community Services District funds, Knightsen area. (100% Knightsen Town Community Services District Funds) **24-2358**

Attachments: CCC-EBRPD Knightsen Reimbursement Agreement

C.79. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Massone Mechanical, Inc., to increase the payment limit by $1,000,000 to a new payment limit of $2,300,000 and extend the term through May 31, 2026, for on-call refrigeration maintenance and repair services at various County sites and facilities, Countywide. (100% General Fund) **24-2359**

C.80. AWARD and AUTHORIZE the Public Works Director, or designee, to execute three on-call contracts with Hennessey's Construction and Fence, Alta Fence Co., and Crusader Fence Company LLC in the amount of $400,000, for the 2024 On-Call Fencing Services Contract(s) for Various Road, Flood Control, and Facilities Maintenance Work, Countywide. (100% Various Road, Flood Control District, and General Funds) **24-2360**

Risk Management

C.81. RECEIVE this report concerning the final settlement of Minh Vu and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $122,540, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund) **24-2361**

C.82. DENY claims filed by A.J.J., a minor; Debbie Sith-Calica; Jeffrey Calica; Jose H. Chavez Jr.; Alberto Galvan; Jerry Garcia; Polly Hancock; Marvin Harris; Alexander Hill; Eduard Kachan; Rodric P. Stanley Jr. (2); and Claude Zamanian. DENY amended claim filed by Claude and Alison Zamanian. **24-2362**

Sheriff

C.83. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Life Technologies Corporation in an amount not to exceed $63,665 to provide maintenance, extended warranty and repairs on forensic equipment for the period June 1, 2024 through June 30, 2025. (100% General Fund) **24-2363**

C.84. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Mesa Laboratories, Inc. in an amount not to exceed $12,230 to provide usage, maintenance, data hosting and storage of forensic services temperature monitoring systems, for the period July 5, 2024 through July 4, 2027. (100% General Fund) **24-2364**

C.85. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Biotage LLC in an amount not to exceed $13,098, to provide preventative maintenance, extended warranty, and repairs for the Forensic Services Division's automated liquid handling system, for the period December 5, 2023 through December 4, 2026. (100% General Fund) **24-2365**

C.86. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Intoximeters, Inc. in an amount not to exceed $50,000 to provide service and repairs for breath alcohol instruments, for the period August 1, 2024 through July 30, 2027. (100% General Fund) **24-2366**

C.87. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Forensic Technology, Inc. in an amount not to exceed $65,330 to provide preventive maintenance and ongoing servicing of forensic equipment used for processing firearm related evidence for the period October 15, 2024 through October 14, 2026. (100% General Fund) **24-2367**

C.88. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with LeadsOnline LLC in an amount not to exceed $12,210 to provide annual support and maintenance for call and geolocation analysis software, for the period May 1, 2024 through April 30, 2025. (100% General Fund) **24-2368**

C.89. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Leica Geosystems in the amount of $8,000 to provide preventive maintenance, extended warranty, and repairs for forensic 3D laser scanners, for the period June 6, 2024 through June 5, 2025. (100% General Fund) **24-2369**

Treasurer - Tax Collector

C.90. APPROVE and AUTHORIZE the Treasurer-Tax Collector (TTC) or designee to execute a contract amendment with Grant Street Group, Inc. to extend the term from September 16, 2023 to September 16, 2027, for processing of property tax payments by credit/debit card and electronic check payments and no increase to the payment limit. (No Fiscal Impact) **24-2370**

Attachments: Memo to CAO_Grant Street Contract
L-9. Grant Street - 09 Amendment and Extension Agreement_revised
L-2. Approvals acknowledgment
Amendment Specifications - GS

C.91. APPROVE and AUTHORIZE the County Treasurer-Tax Collector, or designee, to execute a contract with First Corporate Solutions. Inc. in an amount not to exceed $50,000 to provide property title searches for the bi-annual tax sale public auctions for period of November 1, 2023 through October 31, 2026. (100% General Fund) **24-2371**

Attachments: Contract Memo to CAO_First Corp Solutions 7.24.24
L-1 Long Form - Purchase of Services- first corporate solutions - revised 7-15-24
L-2 Approvals and Acknowledgement Form - First corporate solutions
L-3 Service Plan Form - first corporate solutions-revised2_ 7-15-24
L-4 Special Conditions - first corporate solutions-revised 7-15-24.doc
L-5 - General Conditions
P-1 Fee Payment Provisions_First Corporate Solutions - revised 7-15-24

C.92. AUTHORIZE the discharge from accountability for the collection of taxes, penalty, interest, or any other charge pertaining thereto, owing on various delinquent Secured and Unsecured tax bills totaling $3,585,756, as recommended by the Treasurer-Tax Collector. **24-2372**

Attachments: Accounts - Individuals Deceased
Accounts - Companies Defunct
Accounts - Redemption
Accounts - Over 30-years

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: September 19, 2024 at 10 a.m.
Equity Committee: August 19, 2024 at 10:30 a.m.
Family and Human Services Committee: August 26, 2024 Canceled/Next meeting September 23, 2024 at 10:30 a.m.
Finance Committee: September 2, 2024 Canceled/October 7, 2024 at 9:30 a.m.
Head Start Advisory Committee: September 16, 2024 at 9:00 a.m.
Internal Operations Committee: August 12, 2024 Canceled; Next meeting September 9, 2024 at 11:00 a.m.
Legislation Committee: August 26, 2024 Canceled/Special Meeting August 12, 2024 at 3:00 p.m.
Los Medanos Healthcare Operations Committee: August 12, 2024 at 1:00 p.m.
Public Protection Committee: September 2, 2024 Canceled/Next meeting October 7, 2024 at 1:00 p.m.
Sustainability Committee: September 16, 2024 at 1:00 p.m.
Transportation, Water and Infrastructure Committee: August 12, 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.

File #: 24-2322 **Agenda Date:** 8/6/2024 **Agenda #:** 1.

Office of the County Counsel
1025 Escobar Street, 3rd Floor
Martinez, CA 94553

Contra Costa County
Phone: (925) 655-2200
Fax: (925) 655-2263

Date: July 31, 2024

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Re: **August 6, 2024, Closed Session Regarding Threatened Litigation: Notice Required by *Fowler v. City of Lafayette* (2020) 46 Cal.App.5th 360**

On August 6, 2024, the Board of Supervisors will meet in closed session to confer with legal counsel about a written threat of litigation, pursuant to Government Code section 54956.9(a). This provision of the Brown Act authorizes local agencies to meet in closed session to "confer with, or receive advice from, its legal counsel regarding pending litigation."

On June 28, 2024, the County received a letter sent on behalf of a County employee claiming retaliation. The letter contains a threat of litigation against the County. The letter was designated as a confidential mediation communication under California Evidence Code section 1115 et seq. The County therefore cannot publicly disclose the confidential contents of the letter. This public notice of threatened litigation, provided in accordance with *Fowler v. City of Lafayette* (2020) 46 Cal.App.5th 360, in no way constitutes a waiver of the attorney-client privilege or any other legal privilege that may attach to the County's communications or work product regarding this threatened litigation.

File #: RES 2024-276 **Agenda Date:** 8/6/2024 **Agenda #:** D.1.

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: HEARING TO CONSIDER THE PROPOSED FORMATION OF ZONE 1519 IN THE COUNTY SERVICE AREA OF P-6 IN THE UNINCORPORATED WALNUT CREEK AREA OF THE COUNTY (DISTRICT IV)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN the hearing on the proposed formation of Zone 1519 within County Service Area P-6; CONSIDER all oral and written comments; and CLOSE the hearing.

2. DETERMINE whether a majority protest of the voters residing within the boundaries of proposed Zone 1519 exists pursuant to Government Code Section 25217.1(b)(1). In the event that the Board determines a majority protest exists, TERMINATE the proceedings.

3. If the Board determines a majority protest does not exist, ADOPT the Resolution, attached hereto, establishing Zone 1519 of County Service Area P-6 subject to voter approval of a special tax to fund police protection services within the zone.

FISCAL IMPACT:

The cost of establishing the Police Service District and the election is paid for by the developer of the subdivision.

BACKGROUND:

Per the conditions of approval for Subdivision No. #9581 (County File #CDSD21-09581), prior to recording the final map for the 10-lot subdivision, the subdivider is required to establish a special police services tax district for the subdivision in order to provide additional funding to augment police services in the area of the subdivision. The property to be placed within the special tax district consists of a 2.88-acre site located at 3180 Walnut Boulevard, in the unincorporated Walnut Creek area of the County.

On July 9, 2024, the Board granted conceptual approval for an October 8, 2024, ballot measure seeking approval of a special tax to fund an increase in the level of police protection services that is provided in the unincorporated Walnut Creek area of the County.

On July 9, 2024, the Board approved Resolution No. 2024-237, as required by Government Code Section

25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6. The proposed zone would serve as the vehicle to collect special taxes within the proposed zone if a special tax measure is approved by voters on October 8, 2024.

Pursuant to Government Code Section 25217.1, subdivision (a), at the public hearing, the Board is required to hear and consider any protests to the formation of the zone. Pursuant to Government Code Section 25217.1, subdivision (b)(1), in the case of inhabited territory, if at the conclusion of the public hearing, the Board determines that more than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation, then the Board shall determine that a majority protest exists and terminate the proceedings.

If there is no majority protest, the Board may continue the proceedings to form the zone by adopting Resolution, which would establish Zone 1519 subject to voter approval of the special tax. A separate hearing is also scheduled for August 6, 2024, to consider the adoption of an ordinance authorizing the levy of the tax.

CONSEQUENCE OF NEGATIVE ACTION:

Zone 1519 would not be formed and the subdivider would be unable to comply with the conditions of approval of the project. The subdivider would be unable to record the final map for the subdivision.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF CREATING ZONE 1519 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED WALNUT CREEK AREA OF THE COUNTY

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services.

WHEREAS, establishing the subject zone is a necessary step for the Board of Supervisors to seek voter approval of a special tax for increased police protection services in the zone area. Government Code Sections 25217 and 25217.1 establish procedures for the formation of a zone within a county service area.

NOW, THEREFORE, BE IT RESOLVED

1. It is in the public interest to provide an increased level of police protection services in the area of proposed Zone 1519 of County Service Area P-6.

2. A majority protest against the proposed formation of Zone 1519 does not exist, pursuant to Government Code Section 25217.1, subdivision (b).

3. Subject to voter approval of Ordinance No. 2024-13 on October 8, 2024, authorizing the levy of a special tax within proposed Zone 1519, that portion of Contra Costa County Service Area P-6 described in Exhibit A attached hereto and shown in Exhibit B attached hereto is established as Zone 1519 of County Service Area P-6, effective upon this Board's adoption of a resolution declaring the results of the October 8, 2024, election ("Effective Date").

4. No affected properties located in Zone 1519 will be taxed for any existing bonded indebtedness or contractual obligations as a result of the formation of said zone.

5. On or after the Effective Date, the Clerk of this Board shall cause the filing of a statement of the creation of said zone to be made with the County Assessor and the State Board of Equalization (in Sacramento) pursuant to Government Code Sections 54900-54902. The filing shall include a map or plat indicating the boundaries of said zone.

EXHIBIT "A"
BOUNDARY LEGAL DESCRIPTION

A PORTION OF LOT 6 IN BLOCK 3, AS DESIGNATED ON A MAP ENTITLED "MAP NO. 2 OF WALNUT HEIGHTS" IN VOLUME 10 OF MAPS, PAGE 245, CONTRA COSTA COUNTY RECORDS, CALIFORNIA, SAID PORTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST SOUTHERLY POINT OF SAID LOT 6 IN BLOCK 3 AS DESCRIBED IN THE "MAP NO. 2 OF WALNUT HEIGHTS", SAID POINT BEING THE CENTERLINE OF WALNUT BOULEVARD AS SHOWN IN THE RECORD OF SURVEY MAP 10 LSM 44 RECORDED JUNE 6, 1946 CONTRA COSTA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID POINT OF BEGINNING ALONG THE CENTERLINE OF WALNUT BOULEVARD NORTH 51° 48' 54" WEST 249.88 FEET; THENCE LEAVING SAID CENTERLINE OF WALNUT BOULEVARD ALONG THE BOUNDARY OF SAID LOT 6 NORTH 17° 47' 27" EAST 196.03 FEET TO THE SOUTHERLY BOUNDARY OF PARCEL B AS SHOWN IN PARCEL MAP MS 199-67 RECORDED IN BOOK 2 OF PARCEL MAPS AT PAGE 12 DECEMBER 5, 1967 CONTRA COSTA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID LOT 6, ALONG SAID PARCEL B OF 2 PM 12, NORTH 49° 47' 26" EAST 135.45 FEET TO A FOUND IRON PIPE AS SHOWN IN SAID PARCEL MAP 2 PM 12; THENCE NORTH 70° 20' 01" EAST 131.90 FEET TO A FOUND IRON PIPE AS SHOWN IN THE RECORD OF SURVEY MS 110-63 RECORDED JULY 3, 1963, IN BOOK 22 OF LSM AT PAGE 42 CONTRA COSTA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID BOUNDARY OF PARCEL B OF 2 PM 12, ALONG SAID PARCEL B OF 22 LSM 42 SOUTH 57° 17' 47" EAST 104.24 FEET TO A FOUND IRON PIPE AS SHOWN IN PARCEL MAP MS 110-63; THENCE ALONG SAID BOUNDARY OF PARCEL B 22 LSM 42, ALONG SAID PARCEL B OF 22 LSM 42 NORTH 67° 34' 55" EAST 177.03 FEET TO A FOUND IRON PIPE AS SHOWN IN PARCEL MAP 22 LSM 42; THENCE LEAVING SAID BOUNDARY SOUTH 35° 16' 33" WEST 593.05 FEET TO THE POINT OF BEGINNING

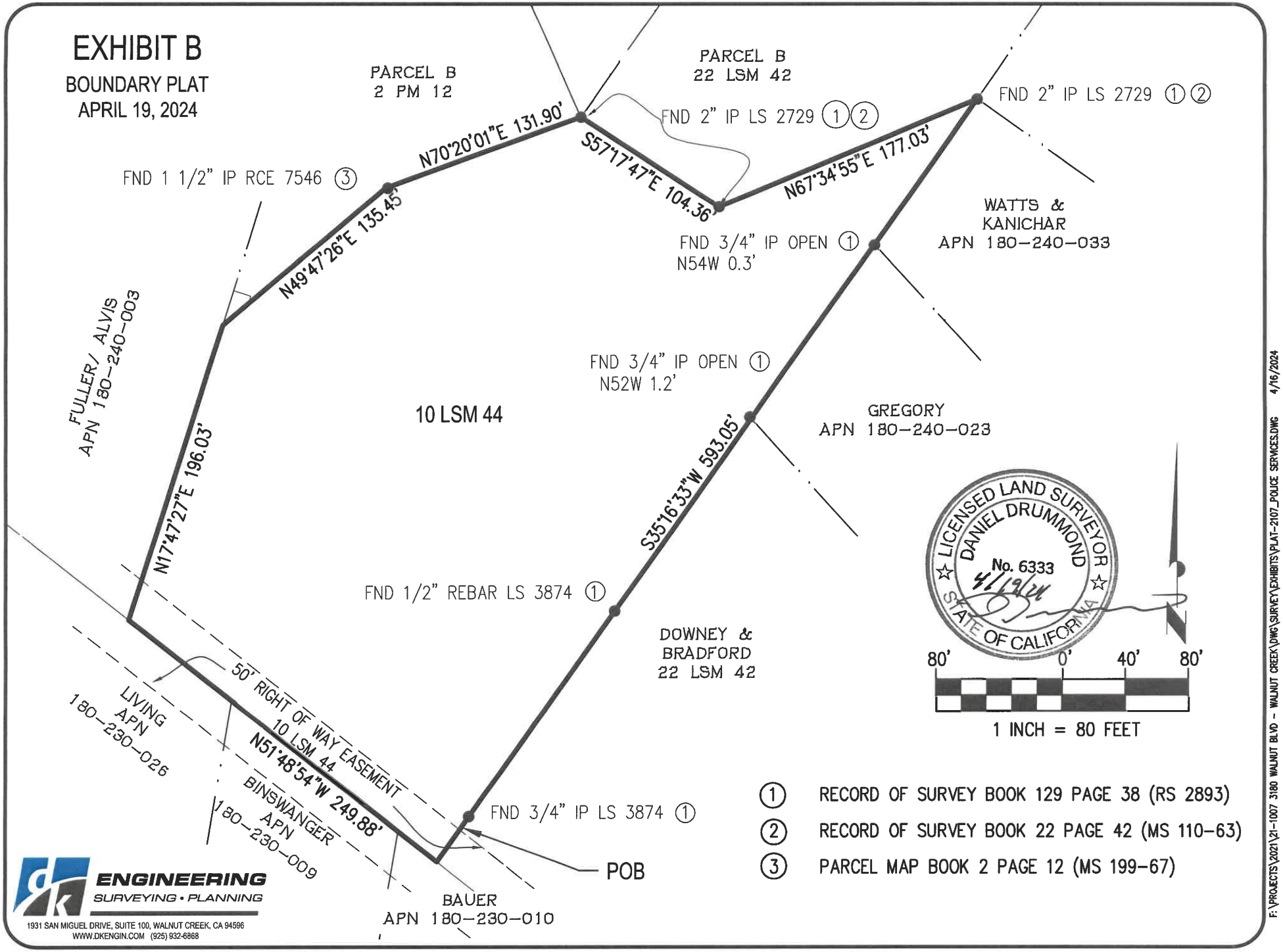
CONTAINING 2.88 ACRES MORE OR LESS.

EXHIBIT "B"
ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY: _____ 4/12/24
DANIEL DRUMMOND, LS 6333 DATE

EXHIBIT B

BOUNDARY PLAT
APRIL 19, 2024



① RECORD OF SURVEY BOOK 129 PAGE 38 (RS 2893)

② RECORD OF SURVEY BOOK 22 PAGE 42 (MS 110-63)

③ PARCEL MAP BOOK 2 PAGE 12 (MS 199-67)

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F:\PROJECTS\2021\21-1007 3180 WALNUT BLVD - WALNUT CREEK\DWG\SURVEY\EXHIBITS\PLAT-2107_POLICE SERVICES.DWG 4/16/2024

SHEET 1 OF 1

Legislation Text

File #: RES 2024-237, **Version:** 1

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: RESOLUTION OF INTENTION TO FORM ZONE 1519 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED WALNUT CREEK AREA OF THE COUNTY. (DISTRICT IV)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. ADOPT the associated Resolution, initiating proceedings for the formation of a new zone, Zone 1519, within County Service Area P-6, in the unincorporated Walnut Creek area of the County.

2. FIX a public hearing for August 6, 2024, at 9:00 a.m., on the formation of Zone 1519 within County Service Area P-6.

3. FIX a public hearing for August 6, 2024, at 9:00 a.m., to consider the adoption of Ordinance 2024-13, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 1519, and to authorize submission of the ordinance to the voters for approval at the October 8, 2024, election.

FISCAL IMPACT:

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

BACKGROUND:

Per the conditions of approval for County File #CDSD21-09581(Tract #9581), the developer of the property located at 3180 Walnut Boulevard in the unincorporated Walnut Creek area is required to establish a Special Police Services Tax District for the 10-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the unincorporated Walnut Creek area.

Adoption of a resolution of intent to form a new tax district is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters on the October 8, 2024, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice

of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:00 a.m. on August 6, 2024. If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district currently consists of a single 2.88-acre property owned by Calibr Ventures INC, who per the conditions of approval for the subdivision are required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2024-13, pertaining to the proposed levy of a special tax on the subject parcel within Zone 1519 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:00 a.m. on August 6, 2024, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance No. 2024-13, then the tax measure would be submitted for placement on the October 8, 2024, ballot.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Ordinance No. 2024-13 will not be adopted, formation of Special Tax Zone 1519 will not occur, and the Special Tax District will not be established at the August 6, 2024, hearing.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF RESOLUTION OF INTENTION TO FORM ZONE 1519 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED WALNUT CREEK AREA

WHEREAS, the Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Walnut Creek area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.

2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.

3. The formation of Zone 1519 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.

4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.

5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.

6. The name proposed for the zone is "Zone 1519" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:00 a.m. on August 6, 2024, in the Chamber of the Board of Supervisors, County Administration Building, 1025 Escobar Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 1519 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

File #: RES 2024-277 **Agenda Date:** 8/6/2024 **Agenda #:** D.2.

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: HEARING TO CONSIDER ADOPTION OF PROPOSED SPECIAL TAX ORDINANCE AND AUTHORIZE ELECTION TO OBTAIN VOTER APPROVAL (DISTRICT IV)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN hearing to consider adopting Ordinance No. 2024-13, authorizing the levy of a special tax for police protection services in Zone 1519 of County Service area P-6 in the unincorporated Walnut Creek area of the County; CONSIDER oral and written comments received; and CLOSE the public hearing.

2. ADOPT Ordinance No. 2024-13, attached hereto.

3. ADOPT a Resolution, attached hereto, authorizing an election in Zone 1519 of County Service Area P-6 to consider approval of Ordinance No. 2024-13.

4. DIRECT the County Clerk, Elections Division, to conduct the election required by Government Code Sections 23027 and 53978. This election shall be held on October 8, 2024.

FISCAL IMPACT:

The cost of establishing the Police Service District and election is paid for by the developer of the subdivision.

BACKGROUND:

Per the conditions of approval for Subdivision No. 9581 (County File #CDSD21-09581), prior to recording the final map for the 10-lot subdivision, the subdivider is required to establish a special Police Services tax district for the purposes of providing additional funding to augment police services in the area. The property to be subdivided and placed within the proposed special tax district consists of a 2.88-acre site located at 3180 Walnut Boulevard, in the unincorporated Walnut Creek area of the County.

On July 9, 2024, the Board approved Resolution No. 2024-237, as required by Government Code Section 25217, subdivision (b), as the first step in forming a new zone within County Service Area (CSA) P-6 in the Unincorporated Walnut Creek area of the County. The proposed zone would serve as the vehicle to collect special taxes within the boundaries of the zone if a special tax measure is approved by registered voters within the zone area at the October 8, 2024, election.

The Board is scheduled to conduct a separate hearing on August 6, 2024, on the formation of the proposed zone. If the Board determines there is no majority protest to the formation of this new zone, and if the Board adopts the Resolution, establishing CSA P-6, Zone 1519 subject to voter approval of the special tax, the next step in the process is the hearing on the adoption of a special tax ordinance, the adoption of that ordinance and adoption of a resolution submitting the tax measure to the voters.

In this action, the Board is asked to conduct the hearing on, and adopt, the special tax ordinance (Ordinance No. 2024-13), which would authorize the levy of a special tax for police protection services on all taxable parcels in the area of Zone 1519 if a special tax ballot measure is approved by a two-thirds majority of the registered voters in the zone area. This Resolution, the adoption of which is also recommended, sets forth appropriate ballot language, directs the County Clerk, Elections Division, to conduct the aforementioned election as part of the October 8, 2024, election, and supplies appropriate ballot language.

CONSEQUENCE OF NEGATIVE ACTION:

The project developer would be unable to comply with the conditions of approval for the project. The developer would be unable to record the final map for the subdivision.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF AUTHORIZING A SPECIAL TAX IN PROPOSED ZONE 1519 OF COUNTY SERVICE AREA P-6

WHEREAS, this Board recognizes the need for increased police protection services in the above subject zone and the difficulty of funding the current or an increased level of services. Government Code Sections 50077 and 53978 establish procedures for voter authorization of a special tax in order to provide additional funding for police protection.

NOW, THEREFORE, BE IT RESOLVED

1. Ordinance No. 2024-13, adopted on this date, is to be presented for approval of the voters of proposed Zone 1519 of County Service Area P-6 at the election to be held on October 8, 2024, according to the following ballot proposition:

> *"Shall Ordinance No. 2024-13, to provide additional funding for police protection services, be approved to authorize a special tax on property located in Zone 1519 of County Service Area P-6 in the unincorporated Walnut Creek area of the County, at an initial annual amount of $200 per parcel for single-family, residential parcels, with higher and lower amounts for properties in other use categories identified in the ordinance, commencing with the tax year beginning July 1, 2025?"*

2. The Contra Costa County Registrar of Voters is designated as the Election Official for this election, and the County Clerk, Elections Division, is hereby authorized and directed to provide all notices and take all other actions necessary to hold the election described in this resolution including, but not limited to, providing notices of times within which arguments for and against are to be submitted.

3. The County Administrator, or his designee, shall serve as the Eligible Filer for purposes of filing necessary documents with the Elections Official to facilitate listing of the above ballot proposition.

EXHIBIT "A"
BOUNDARY LEGAL DESCRIPTION

A PORTION OF LOT 6 IN BLOCK 3, AS DESIGNATED ON A MAP ENTITLED "MAP NO. 2 OF WALNUT HEIGHTS" IN VOLUME 10 OF MAPS, PAGE 245, CONTRA COSTA COUNTY RECORDS, CALIFORNIA, SAID PORTION DESCRIBED AS FOLLOWS;

BEGINNING AT THE MOST SOUTHERLY POINT OF SAID LOT 6 IN BLOCK 3 AS DESCRIBED IN THE "MAP NO. 2 OF WALNUT HEIGHTS", SAID POINT BEING THE CENTERLINE OF WALNUT BOULEVARD AS SHOWN IN THE RECORD OF SURVEY MAP 10 LSM 44 RECORDED JUNE 6, 1946 CONTRA COSTA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID POINT OF BEGINNING ALONG THE CENTERLINE OF WALNUT BOULEVARD NORTH 51° 48' 54" WEST 249.88 FEET; THENCE LEAVING SAID CENTERLINE OF WALNUT BOULEVARD ALONG THE BOUNDARY OF SAID LOT 6 NORTH 17° 47' 27" EAST 196.03 FEET TO THE SOUTHERLY BOUNDARY OF PARCEL B AS SHOWN IN PARCEL MAP MS 199-67 RECORDED IN BOOK 2 OF PARCEL MAPS AT PAGE 12 DECEMBER 5, 1967 CONTRA COSTA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID LOT 6, ALONG SAID PARCEL B OF 2 PM 12, NORTH 49° 47' 26" EAST 135.45 FEET TO A FOUND IRON PIPE AS SHOWN IN SAID PARCEL MAP 2 PM 12; THENCE NORTH 70° 20' 01" EAST 131.90 FEET TO A FOUND IRON PIPE AS SHOWN IN THE RECORD OF SURVEY MS 110-63 RECORDED JULY 3, 1963, IN BOOK 22 OF LSM AT PAGE 42 CONTRA COSTA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID BOUNDARY OF PARCEL B OF 2 PM 12, ALONG SAID PARCEL B OF 22 LSM 42 SOUTH 57° 17' 47" EAST 104.24 FEET TO A FOUND IRON PIPE AS SHOWN IN PARCEL MAP MS 110-63; THENCE ALONG SAID BOUNDARY OF PARCEL B 22 LSM 42, ALONG SAID PARCEL B OF 22 LSM 42 NORTH 67° 34' 55" EAST 177.03 FEET TO A FOUND IRON PIPE AS SHOWN IN PARCEL MAP 22 LSM 42; THENCE LEAVING SAID BOUNDARY SOUTH 35° 16' 33" WEST 593.05 FEET TO THE POINT OF BEGINNING

CONTAINING 2.88 ACRES MORE OR LESS.

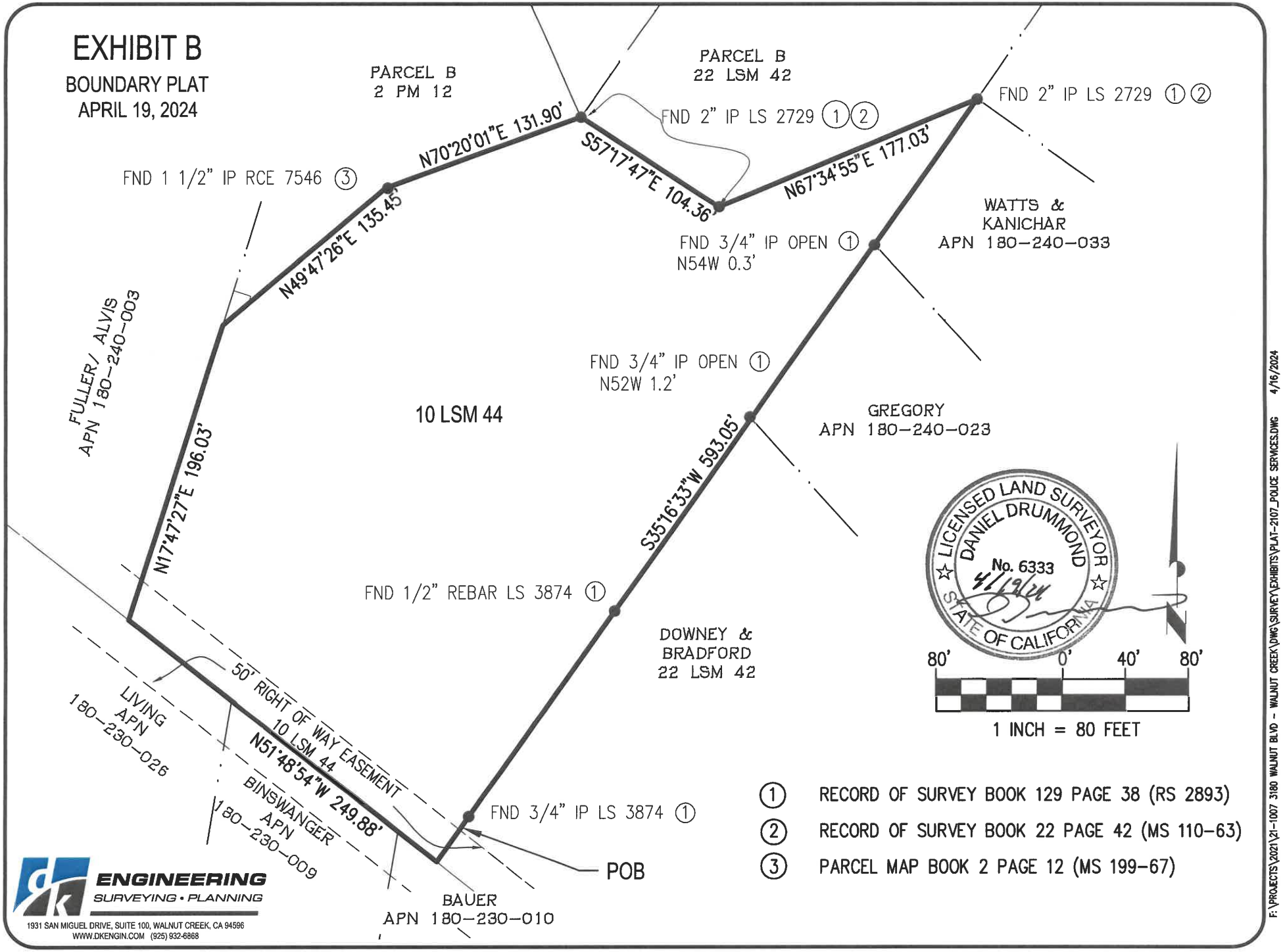
EXHIBIT "B"
ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY: _____ 4/12/24

DANIEL DRUMMOND, LS 6333 DATE

EXHIBIT B

BOUNDARY PLAT
APRIL 19, 2024



① RECORD OF SURVEY BOOK 129 PAGE 38 (RS 2893)
② RECORD OF SURVEY BOOK 22 PAGE 42 (MS 110-63)
③ PARCEL MAP BOOK 2 PAGE 12 (MS 199-67)

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SHEET 1 OF 1

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ORDINANCE NO. 2024-13
(Uncodified)

(An Ordinance of the Board of Supervisors of Contra Costa County)
Authorizing a Special Tax for Police Protection Services in Zone 1519
of County Service Area P-6

The Contra Costa County Board of Supervisors ORDAINS as follows:

ARTICLE I. PURPOSE AND INTENT. It is the purpose and intent of this Ordinance to authorize the levy of a tax on parcels of real property on the secured property tax roll of Contra Costa County that are within Zone 1519 of Contra Costa County Service Area No. P-6 in order to augment funding for police protection services.

This tax is a special tax within the meaning of Section 4 of Article XIIIA of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to *ad valorem* property taxes are intended to apply to the collection and administration of this tax (Article IV of this Ordinance), as authorized by law.

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary.

ARTICLE II. DEFINITIONS. The following definitions shall apply throughout the Ordinance:

1. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Contra Costa County. For the purposes of the Ordinance, "parcel" does not include any land or improvements outside the boundaries of Zone 1519 of County Service Area P-6 nor any land or improvements owned by any governmental entity.

2. "Fiscal year" means the period of July 1 through the following June 30.

3. Contra Costa County Service Area P-6 Zone 1519 (hereinafter called "Zone") means that portion of unincorporated area of Contra Costa County located within the Zone's boundaries described and shown in Exhibits A and B attached hereto.

4. "Use Code" means the code number assigned by the Assessor of Contra Costa County in order to classify parcels according to use for *ad valorem* property tax purposes. A copy

of the Assessor's use code classifications chart is attached hereto as Exhibit C and incorporated herein.

5. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area (1982-84=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued of revised.

6. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing power as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Article III 1A herein. The adjustment from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section III 1B herein.

ARTICLE III. AMOUNT AND LEVEL OF TAXES

1. The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2025 through June 30, 2026) shall be the Amount of Tax per Parcel for the Property Use Code Category as set forth in Exhibit D incorporated herein.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall by adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year a tax is levied.

In July, the Board of Supervisors of Contra Costa County shall determine the amount of taxes to be levied upon the parcels in the Zone for the then current fiscal year as set forth below.

For each Property Use Category on Exhibit C, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For Then Current Fiscal Year	=	Tax Per Parcel For Previous Fiscal Year	X	(Consumer Price Index for April of Immediately Preceding Fiscal Year) (Consumer Price Index For the first Fiscal Year Of Levy)

In no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

2. The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Article IV, below. A complete listing of the amount of taxes on each Zone shall be maintained by the Sheriff-Coroner of the County of Contra Costa at Martinez, California, and be available for public inspection during the remainder of the fiscal year for which such taxes are levied.

ARTICLE IV. COLLECTION AND ADMINISTRATION.

1. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code section 2187, and shall have the same effect as an *ad valorem* real property tax lien until fully paid.

2. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for *ad valorem* property taxes and shall be due the County of Contra Costa. Insofar as feasible and insofar as not inconsistent with this Ordinance, the taxes are to be collected in the same manner in which the County collects secured roll *ad valorem* property taxes. Insofar as feasible and insofar as not inconsistent with the Ordinance, the times and procedure regarding exemptions, due dates, installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collection for secured roll *ad valorem* property taxes shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax: 1) the secured roll tax bills shall be the only notices required for this tax, and 2) the homeowner and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount value.

3. Costs of Administration by the County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

ARTICLE V. ACCOUNTABILITY MEASURES.

1. Account.

Upon the levy and collection of the tax authorized by this ordinance, an account shall be created into which the proceeds of the tax will be deposited. The proceeds of the tax authorized by this Ordinance shall be applied only to the specific purposes identified in this Ordinance.

2. Annual Report.

An annual report that complies with the requirements of Government Code section 50075.3 shall be filed with the Board of Supervisors of Contra Costa County no later than January 1 of each fiscal year in which the tax is levied.

ARTICLE V. SEVERABILITY CLAUSE

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of the Zone hereby declare that they would have adopted the remainder of the Ordinance, including each article, section, subsection, sentence phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

ARTICLE VI. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 1519 in an election to be held on October 8, 2024, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2025. Within 15 days of passage, this Ordinance shall be published once, with the names of the Supervisors voting for and against it, in the Contra Costa Times, a newspaper of general circulation published in this County.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors, County of Contra Costa, State of California, on August 6, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

By: _____ _____
Deputy Chair of the Board of Supervisors

[SEAL]

EXHIBIT "A"
BOUNDARY LEGAL DESCRIPTION

A PORTION OF LOT 6 IN BLOCK 3, AS DESIGNATED ON A MAP ENTITLED "MAP NO. 2 OF WALNUT HEIGHTS" IN VOLUME 10 OF MAPS, PAGE 245, CONTRA COSTA COUNTY RECORDS, CALIFORNIA, SAID PORTION DESCRIBED AS FOLLOWS;

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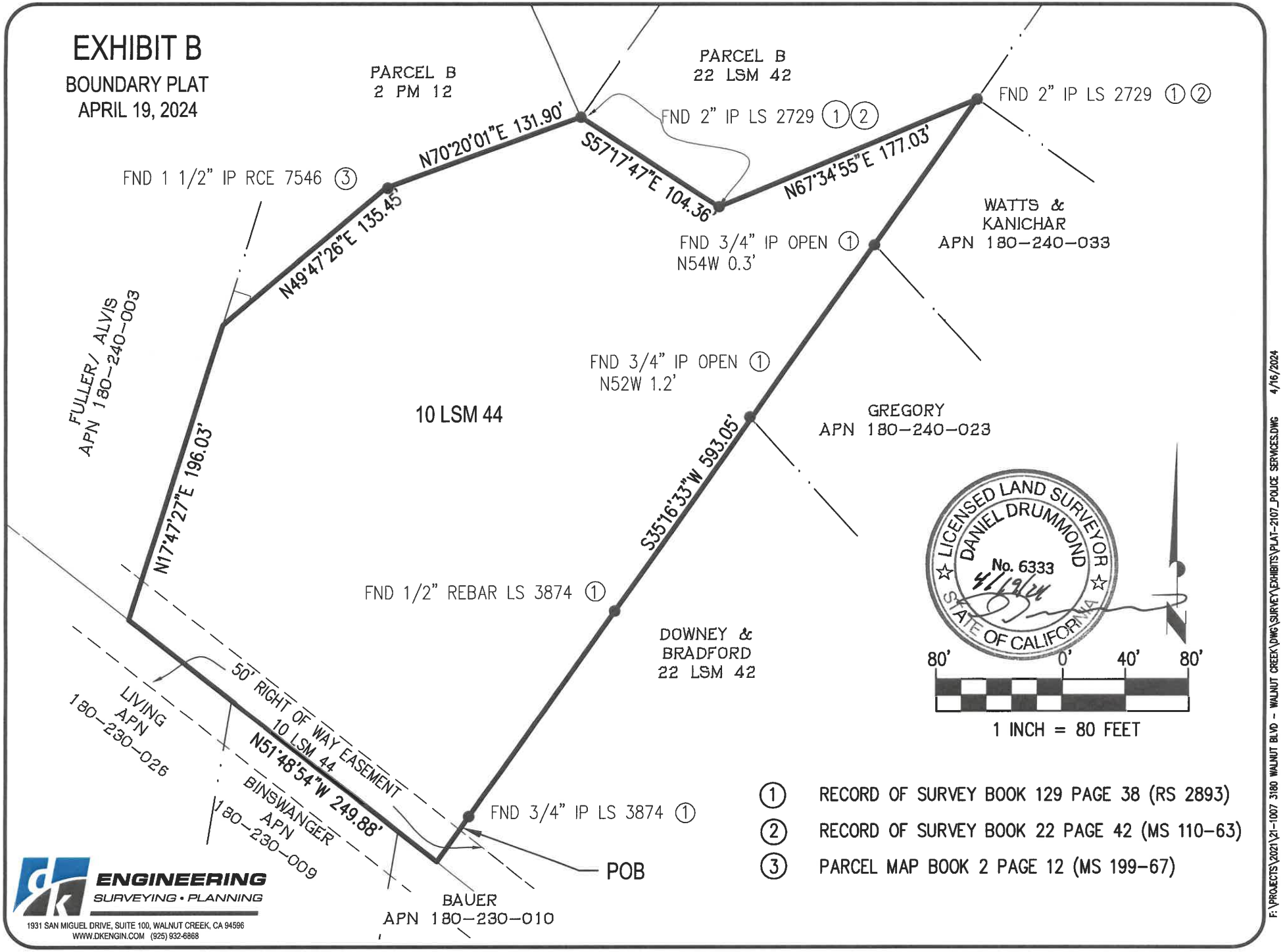
CONTAINING 2.88 ACRES MORE OR LESS.

EXHIBIT "B"
ATTACHED HERETO AND MADE A PART HEREOF

PREPARED BY: _____ 4/12/24
DANIEL DRUMMOND, LS 6333 DATE

EXHIBIT B

BOUNDARY PLAT
APRIL 19, 2024



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SHEET 1 OF 1

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Exhibit C Zone 1519

REJECT AND CONFIRMATION CODES	USE CODES								RESPONSIBILITY CODES
	RESIDENTIAL	MULTIPLE	COMMERCIAL	COMMERCIAL	INDUSTRIAL	LAND	INSTITUTIONAL	MISCELLANEOUS	
REJECT CODES 0 Normal Sale 1 Sold Part of a Split 3 Sales With Other Parcels 4 Hidden Stamps 5 Investigate Sale 7 Restricted Sale 8 Assumption 9 No Exemption Change U Unrecorded Documents NOTE: Reject Codes 0 & 1 "identify" sales. They do not reject them. Such sales (when confirmed) are used in statistics. Sales with other codes ARE rejected & do not enter into statistics.	10 Vacant, Unbuildable	20 Vacant	30 Vacant Land	40 Boat Harbors (-4)	50 Vacant Land	60 Unassigned	70 Intermediate Care Facil. (Rehab, Skilled Nursing) (-7)	80 Mineral Rights (productive/non-productive)	1 Residential
	11 Single Family 1 Res on 1 Site & Duets without Common Areas	21 Duplex	31 Commercial Stores (not Supermarkets)	41 Supermarkets (not in shopping centers)	51 Industrial Park (with structures)	61 Rural, Residential Improved 1A up to 10A	71 Churches	81 Private Roads	2 Multiple Residential
	12 Single Family 1 Res on 2 or More Sites	22 Triplex	32 Small Grocery Stores (7-11, Mom & Pop, Quick-Stop)	42 Shopping Centers (all pcls incl vac for future shopping center)	52 Research and Development, with or without structures; flexible use	62 Rural, with or without Misc. Structures 1A up to 10A	72 Schools & Colleges (public or private, with or without improvements)	82 Pipelines and Canals	3 Commercial/ Industrial
	13 Single Family 2 or More Res on 1 or More Sites	23 Fourplex	33 Office Buildings	43 Financial Bldgs. (Ins. & Title Companies, Banks, S & L)	53 Light Industrial	63 Urban Acreage 10A up to 40A	73 Acute Care Hospitals, with or without imps	83 State Board Assessed Parcels	4 Commercial/ Industrial
	14 Single Family On other than Single Family Land	24 Combinations; e.g., Single and a Double, etc.	34 Medical; Dental	44 Motels, Hotels (-4) & Mobile Home Parks (-7)	54 Heavy Industrial (-5) Alpha	64 Urban Acreage 40A and over	74 Cemeteries (-7) & Mortuaries (-3)	84 Utilities, with or without bldgs (not assessed by SBE)	5 Commercial/ Industrial
	15 Miscellaneous Improvements, 1 Site	25 Apartments, 5-12 units, inclusive	35 Service Stations; Car Washes; Bulk Plants, Mini Lube	45 Theaters	55 Mini-Warehouse (Public Storage)	65 Orchards, Vineyards, Row Crops, Irrig. Past. 10A up to 40A	75 Fraternal and Service Organizations; Group Homes, Shelters	85 Public and Private Parking	6 Land
	16 Misc. Imps. On 2 or More Sites; includes trees & vines	26 Apartments, 13-24 units, inclusive	36 Auto Repair	46 Drive-In Restaurants (Hamburger, Taco, etc)	56 Misc. Imps. Including T&V on Light or Heavy Industrial	66 Orchards, Vineyards, Row Crops, Irrig. Past. 40A & over	76 Residential Care Facil. (Congregate Housing, Assisted Living) (-7)	86 Taxable Municipally-Owned Property (Section 11)	7 Commercial/ Industrial
	17 Vacant, 1 Site (includes PUD sites)	27 Apartments, 25-59 units, inclusive	37 Community Facilities; Recreational; Swim Pool Assn.	47 Restaurants (not drive-in; inside service only)	57 Unassigned	67 Dry Farming, Farming, Grazing & Pasturing 10A up to 40A	77 Cultural Uses (Libraries, Museums)	87 Common Area pcls in PUD's (Open Spaces, Rec. Facilities)	8 Residential (Unparcelized Condos) (88-8 = Floating Homes)
CONFIRMATION CODES Q = PCOR Received C = SQ Received A = ADJ R = SQ Requested X = SVP (Sales Verification Program)	18 Vacant, 2 or More Sites	28 Apartments, 60 units or more	38 Golf Courses	48 Multiple and Commercial; Miscellaneously Improved	58 Unassigned	68 Dry Farming, Farming, Grazing & Pasturing 40A & over	78 Parks and Playgrounds	88 Manufactured Hsng. (-4) Accessories, (-7) MH on local property tax Floating Homes (-8)	
	19 Single Family Res, Detached, w/Common Area (normal subdiv. type PUD); Duets w/Common Area	29 Attached PUD's, Cluster Homes, Co-ops, Condos, Townhouses, etc. (-1,-2) Single Fam.	39 Bowling Alleys	49 Auto Agencies	59 Pipeline Rights-Of-Way	69 Agricultural Preserves	79 Government-owned, with or without bldgs (Fed, State, County, City, SFBART, EBRPD)	89 Other; Split parcels in different tax code areas 90 Awaiting Assignment	9 Unassigned

ORDINANCE NO. 2024-13 ZONE 1519

FOR FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026

EXHIBIT D

PROPERTY USE CODE CATEGORY	EXPLANATION	ANNUAL TAX PER PARCEL
11	Single Family Residence – 1 residence, 1 site	$200
12	Single Family Residence- 1 residence, 2 or more sites	$200
13	Single Family Residence- 2 residences on 1 or more sites	$200
14	Single Family Residence – other than single family land	$200
15	Misc. Improvements – 1 site	$200
16	Misc. Improvements – 2 or more sites	$200
17	Vacant – 1 site	$100
18	Vacant – 2 or more sites	$100
19	Single Family Residence - Det. w/common area	$200
20	Vacant – Multiple	$100
21	Duplex	$200
22	Triplex	$200
23	Fourplex	$200
24	Combination	$200
25	Apartments (5-12 units)	$400
26	Apartments (13-24 units)	$400
27	Apartments (25-59 units)	$600

28	Apartments (60+ units)	$800
29	Attached PUDs: Cluster Homes, Condos, Etc.	$200
30	Vacant – Commercial	$100
31	Commercial Stores – Not Supermarkets	$600
32	Small Grocery Stores (7-11, etc.)	$600
33	Office Buildings	$400
34	Medical, Dental	$400
35	Service Stations, Car Wash	$400
36	Garages	$400
37	Community Facilities (recreational, etc.)	$800
38	Golf Courses	$400
39	Bowling Alleys	$400
40	Boat Harbors	$400
41	Supermarkets (not shopping centers)	$600
42	Shopping Centers	$800
43	Financial Buildings (Ins., Title, Banks, S&L)	$400
44	Motels, Hotels & Mobile Home Parks	$600
45	Theaters	$600
46	Drive-In Theaters	$400
47	Restaurants (not drive-in)	$400
48	Multiple & Commercial	$400

49	New Car Agencies	$400
50	Vacant Land (not part of Ind. Park or P. & D.)	$100
51	Industrial Park	$800
52	Research & Development	$400
53	Light Industrial	$400
54	Heavy Industrial	$400
55	Mini Warehouses (public storage)	$600
56	Misc. Improvements	$400
61	Rural, Res. Improvement 1A-10A	$200
62	Rural, W/or w/o Structure 1A-10A	$200
70	Convalescent Hospitals/Rest Homes	$400
73	Hospitals	$400
74	Cemeteries/Mortuaries	$400
75	Fraternal & Service Organizations	$400
76	Retirement Housing Complex	$600
78	Parks & Playgrounds	$800
85	Public & Private Parking	$400
87	Common Area	$400
88	Mobile Homes	$200
89	Other (split parcels in different tax code areas)	$200
99	Awaiting Assignment	$200

Legislation Text

File #: RES 2024-237, **Version:** 1

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: RESOLUTION OF INTENTION TO FORM ZONE 1519 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED WALNUT CREEK AREA OF THE COUNTY. (DISTRICT IV)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. ADOPT the associated Resolution, initiating proceedings for the formation of a new zone, Zone 1519, within County Service Area P-6, in the unincorporated Walnut Creek area of the County.

2. FIX a public hearing for August 6, 2024, at 9:00 a.m., on the formation of Zone 1519 within County Service Area P-6.

3. FIX a public hearing for August 6, 2024, at 9:00 a.m., to consider the adoption of Ordinance 2024-13, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 1519, and to authorize submission of the ordinance to the voters for approval at the October 8, 2024, election.

FISCAL IMPACT:

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

BACKGROUND:

Per the conditions of approval for County File #CDSD21-09581(Tract #9581), the developer of the property located at 3180 Walnut Boulevard in the unincorporated Walnut Creek area is required to establish a Special Police Services Tax District for the 10-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the unincorporated Walnut Creek area.

Adoption of a resolution of intent to form a new tax district is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters on the October 8, 2024, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice

of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:00 a.m. on August 6, 2024. If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district currently consists of a single 2.88-acre property owned by Calibr Ventures INC, who per the conditions of approval for the subdivision are required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2024-13, pertaining to the proposed levy of a special tax on the subject parcel within Zone 1519 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:00 a.m. on August 6, 2024, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance No. 2024-13, then the tax measure would be submitted for placement on the October 8, 2024, ballot.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Ordinance No. 2024-13 will not be adopted, formation of Special Tax Zone 1519 will not occur, and the Special Tax District will not be established at the August 6, 2024, hearing.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF RESOLUTION OF INTENTION TO FORM ZONE 1519 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED WALNUT CREEK AREA

WHEREAS, the Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Walnut Creek area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.

2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.

3. The formation of Zone 1519 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.

4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.

5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.

6. The name proposed for the zone is "Zone 1519" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:00 a.m. on August 6, 2024, in the Chamber of the Board of Supervisors, County Administration Building, 1025 Escobar Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 1519 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

File #: 24-2326 **Agenda Date:** 8/6/2024 **Agenda #:** D.3.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: 40 Anson Way Residential Addition Project Appeal (County File #CDDP23-03024)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN the public hearing on an appeal of the County Planning Commission's decision to approve a two-story, 993-square-foot residential addition at 40 Anson Way in the unincorporated Kensington area; RECEIVE testimony and CLOSE the public hearing.
2. DENY the appeal of Kris McClain.
3. DETERMINE that the proposed project is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(e)(2).
4. APPROVE a Kensington Design Review Development Plan for the project (County File No. CDDP23-03024).
5. APPROVE the findings in support of the project.
6. APPROVE the project conditions of approval.
7. APPROVE the 40 Anson Way Residential Addition Project.
7. DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk.

FISCAL IMPACT:

The applicant has paid the necessary application deposit and is obligated to pay supplemental fees to cover all additional costs associated with the application process.

BACKGROUND:

This hearing is an appeal of the County Planning Commission's March 27, 2024 decision to approve a Kensington Design Review Development Plan (County File No. CDDP23-03024) for a 993-square-foot, two-story addition to the northern side of an existing single-family residence at 40 Anson Way, Kensington.

On May 11, 2023, the applicant submitted a Kensington Design Review application (County File No. CDKR23 -00010) for a two-story residential addition to an existing single-family residence to the Department of Conservation and Development, Community Development Division (CDD). Following circulation of a Notice of Intent to Render an Administrative Decision, a letter requesting a public hearing was received on June 7,

2023 from the neighboring property owner at 36 Anson Way. Subsequently, the applicant submitted the CDDP23-03024 Development Plan application.

Kensington Design Review Development Plan CDDP23-03024 was initially heard by the County Zoning Administrator (ZA) on February 5, 2024, during which the ZA accepted testimony from five persons, including the applicant, the property owner, the neighboring property owner, an attorney for the neighboring property owner, and an architect for the neighboring property owner. After receiving testimony and considering the project analysis provided by CDD staff, the ZA approved the Development Plan. Ms. Kris McClain, a neighboring property owner, appealed the ZA's decision on February 14, 2024.

On March 27, 2024, the County Planning Commission (CPC) heard the appeal of Kensington Design Review Development Plan CDDP23-03024, accepting testimony from five persons, including the applicant, the property owner, the neighboring property owner, an attorney for the neighboring property owner, and an architect for the neighboring property owner. After receiving testimony and considering CDD staff's project analysis, the CPC voted (4-1) to deny the appeal and uphold the ZA's approval of the Development Plan. Ms. McClain appealed the CPC's decision on April 5, 2024.

PROJECT DESCRIPTION

The applicant requests approval of a Kensington Design Review Development Plan to allow a 993-square-foot, two-story addition behind an existing garage on the northern side of the existing single-family residence at 40 Anson Way. Currently, the northern side of the existing residence is one-story and approximately 13 feet in height. The two-story addition would expand the residential footprint and increase the northerly height of the home to 24 feet.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The 993-square-foot, two-story addition to the northern side of an existing single-family residence is categorically exempt under CEQA Guidelines Section 15301(e)(2), which provides a Class 1 exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan.

APPEAL

On April 5, 2024, Kris McClain, owner of the northern adjacent residence at 36 Anson Way, filed an appeal of the CPC's decision to approve the Kensington Design Review Development Plan. The appeal letter, included as Attachment 2, reiterates concerns previously considered by the ZA and the CPC. Summaries of the appeal points in the letter and staff responses are provided below.

Appeal Point 1: The Planning Commission acknowledged that the approval violates the County's own laws which: (a) require an application for a variance for a three-story project; and (b) require reasonable protection of Ms. McClain's views, uses, enjoyment, and property values.

Staff Response 1(a): The appellant alleges that the project consists of a third story requiring variance approval based on the definition of "story" in County Ordinance Code Section 82-4.266. This was one of the appeal points considered and dismissed by the CPC based on clarification provided by CDD staff in written materials (CPC Staff Report Section VII(B)) and in oral presentation. At issue is an existing basement located on the opposite side of the existing residence, which the appellant contends should be included in measuring the building height for the proposed addition. Specifically, the relevant consideration as to whether the project violates Section 84-4.802 (Building Height) of the County Ordinance Code that limits the building to a maximum of two and one-half stories in height. Pursuant to the definition of "building height" in County Ordinance Code Section 82-4.214, building height is measured vertically from grade to the top of structure directly above. Since the basement is not located in the area of the proposed addition and is not between grade and the top of the addition, it is not counted when measuring the height of the proposed addition, consisting of two stories and 24 feet in height.

Following the presentation made to the CPC by CDD staff on March 27, 2024, the CPC asked staff a number of questions specific to building height, which demonstrated that the commissioners understood how staff had applied building height ordinances in measuring the proposed addition. No commissioner made any statement suggesting that they disagreed with staff's interpretation of the building height provisions of the County Ordinance Code, nor did any commissioner state that a variance should be required for the proposed project based on any provision of the County Code.

Staff Response 1(b): The appellant mischaracterizes the findings made by the CPC during the March 27, 2024 meeting. (A video of the meeting is available online for public review at County Planning Commission March 27, 2024 - Mar 27th, 2024 (granicus.com) <https://contra-costa.granicus.com/MediaPlayer.php?view_id=14&clip_id=3224>.) Although all commissioners acknowledged that the project would have some impact on Ms. McClain's existing views, the consensus view quickly emerged that this impact was not considered "substantial", which is the standard for consideration in the Kensington Ordinance. The one dissenting commissioner specifically stated agreement that the view impact to Ms. McClain was not "substantial," but the commissioner desired additional alternative designs be reviewed in an effort to preserve all existing views. Thus, although one commissioner believed that alternative designs should be considered, the CPC's discussion and actions demonstrate that impacts from the proposed project were not considered substantial based on the evidence in the record. The Kensington Ordinance does not require a comparison of a project with all conceivable alternative designs, rather, it requires the evaluation of potentially substantial impacts that may arise from a specific proposed project. No commissioner stated any objection to the project based on inconsistency with any provision of the County Ordinance Code.

After discussion, the CPC denied the appeal and upheld the ZA's approval by a vote of 4-1. The findings adopted by the CPC included, among others, that the project proponent has a right to improve the value and enjoyment of their own home, and that the proposed project minimizes impacts on neighboring property owners. Thus, by adopting the findings included in Attachment 1, the CPC explicitly found that the project does not violate the Kensington Ordinance and does not substantially impair the value and enjoyment of the neighbor's property.

Appeal Point 2: Ms. McClain's view of Emeryville is a view that should merit "reasonable protection".

Staff Response: Throughout the planning process, including project review by the Kensington Municipal Advisory Council (KMAC), County Zoning Administrator, and County Planning Commission, the project's impact on Ms. McClain's views and the solar impact from an upstairs (second floor) dining room window has been the primary focus of discussion for consideration by the various bodies. To date the project has been considered by the KMAC, the ZA, and the CPC. Each body that has considered the proposed project has acknowledged that the project would impact a view from Ms. McClains home, and each has also found this impact to be less-than-substantial.

At the KMAC meeting on October 25, 2023, one KMAC member commented before making a motion to recommend project approval, that "if [the view of Emeryville] were the primary view of the house, I would be against the project. But it's not the primary view of the house." The multiple existing views of San Francisco Bay, including the Golden Gate Bridge and the Bay Bridge, from Ms. McClain's home that would remain unaffected by the project were also specifically mentioned by the ZA at the February 5, 2024, meeting, and by the CPC at the March 27, 2024 meeting, as prominent considerations in determining the project view impacts to be less-than-substantial. Notably, there was one vote in opposition to the project during the KMAC meeting and one vote in opposition to the project at the CPC hearing. In both cases, the dissenting voters indicated that their vote was not based on a finding that the project had a substantial impact on the neighbor (which is the standard of consideration) but rather, they expressed reservations with the project based on a belief that an alternative design is feasible. As mentioned previously, the Kensington Ordinance does not require a comparison of a project with all conceivable alternative designs, rather, it requires the evaluation of potentially substantial impacts that may arise from a specific proposed project.

The project would impact northerly views toward the City of Emeryville from Ms. McClain's upstairs dining room window. The view from the impacted window is considered a secondary view, with the primary view being westerly views of San Francisco Bay, toward which Ms. McClain enjoys unobstructed views from five windows in the upstairs (second floor) living area. That the project does not impact any of the neighbor's numerous existing primary views was the primary consideration by the KMAC, the ZA, and the CPC, each of whom found the project view impacts to be less-than-substantial. The mere existence of any view impact resulting from the project is not evidence that Ms. McClain has been deprived of the reasonable protections afforded under the Kensington Ordinance, as suggested in the April 5, 2024, appeal comments. Therefore, staff finds that reasonable consideration has been given to the impacted views from Ms. McClain's property, and that the project does not result in substantial impacts to view from the neighboring property.

Appeal Point 3: The definition of "story" in the County Code prohibits approval of the current project without a variance.

The term "story" is defined in Section 82-4.266 of the County Ordinance Code to mean "that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly beneath above a basement or cellar is more than six feet above grade at any point, such basement shall be considered a story." This Code Section defines the term but does not place any limits on how many stories are allowed in any zoning district. For the R -6 Single-Family Residential District in which the project site is located, Code Section 84-4.802 limits "building height" to a maximum of 35-feet and two and one-half stories. The appellant contends that when

counting an existing basement on the southern side of the residence that is lower in elevation than both stories within the proposed addition, the project results in a total of three stories, in violation of the County Ordinance Code. However, in evaluating the project's compliance with building height limitations of the R-6 District, it is necessary to consider the definition of "building height" in Section 82-4.214 of the County Ordinance Code, which states "'Building height' means the vertical distance measured from grade to the top of structure directly above". This definition precludes including the existing basement located at one portion of the existing residence with the addition located at an opposite portion of the existing residence. There is no section of the residence where both the basement and addition are located between grade and the top of structure directly above. The County and staff have consistently enforced building height regulations in this manner in Kensington and throughout the County. Pursuant to Code Section 82-4.214, the project proposes an addition measuring 24 feet and two stories in height and is not at variance with the building height limitations for the R-6 District.

Appeal Point 4: Alternative designs exist that would increase space while providing reasonable protection for Ms. McClain as required by the General Plan.

The Kensington Ordinance does not require a comparison of a project with all conceivable alternative designs, rather, it requires the evaluation of potentially substantial impacts that may arise from a specific proposed project. The intent and purpose of the Kensington Ordinance is to balance the rights of the property owner to improve their property with the rights of neighboring property owners to avoid substantial impacts. The absence of substantial impacts resulting from the proposed project, as independently reaffirmed by the ZA and the CPC, supports the applicant's right to improve the value and enjoyment of the property pursuant to the Kensington Ordinance. There is no provision of the Kensington Ordinance that would compel the project proponent to consider alternative designs when the preferred design has been found compliant with all applicable ordinances, including those protecting views, solar, access, and privacy for neighboring properties. Therefore, this appeal point does not demonstrate that the project was approved in violation of any provision of the Kensington Ordinance or any General Plan policy for the Kensington Area.

Appeal Point 5: The project proponent declines to sacrifice any of their own yard space, and instead insists on expanding upward into Ms. McClain's view.

The footprint for the proposed addition is located entirely in the rear yard of the project proponent's property. The proposed project includes a 992.6 square-foot addition, with most of this addition accommodated within a 607.12 square-foot footprint that is presently a portion of the rear yard. The project includes a 385.48 square-foot second story component, located entirely above what is presently rear yard space. Neither the ZA nor the CPC considered the concerns raised by the appellant, reiterated throughout all phases of the planning process, to be substantial enough to outweigh the property owner's right to construct a two-story addition in conformance with height requirements for the R-6 District. The mere feasibility of the appellant's preferred single-story configuration offering a similar increase in square footage does not preclude two-story development pursuant to the Kensington Ordinance, or any other provision of the County Ordinance Code.

Appeal Point 6: The project proponent prioritizes their own interest in creating a new view over Ms. McClain's interest in protecting an existing view.

Notwithstanding the appellant's perception of the design priorities considered by the project proponent, approval of the project was ultimately based on the County's independent evaluation of the proposed project in determining whether the project would result in substantial impacts on any neighboring property. Without exception, members of various hearing bodies and committees that have considered the project have found that the view impacts of the project do not substantially detract from the views currently enjoyed by Ms. McClain, including unobstructed views from her five western facing windows of San Francisco Bay that will not be affected by proposed project. Presently, the project proponent's home does not have any views comparable to those enjoyed on Ms. McClain's property as well as views available on numerous other properties in the neighborhood. The project would establish a view comparable to those on neighboring properties of the western facing view corridor at the rear of the lot. Unfortunately, the project would also result in a partial view obstruction for one of Ms. McClain's six second floor windows, leaving her with five windows having unobstructed views. However, as explained in more detail above, staff and various hearing bodies and committees have determined these view impacts to be less-than-substantial in nature.

Appeal Point 7: The project proponent includes unnecessary design elements that increase the height of the project.

The project proposes a two-story addition that is 24 feet in height, whereas Code Section 84-4.802 allows a maximum building height of two and one-half stories and 35 feet. The project is within the maximum allowed building height and would not result in substantial impacts on views, solar access, or privacy enjoyed on neighboring properties. Therefore, there is no basis in the County Ordinance Code to compel the project proponent to consider an alternative design.

Appeal Point 8: The project proponent refuses to move the third-floor addition away from Ms. McClain's residence.

The project is consistent with all development standards for residential construction and would not result in substantial impacts on views, solar access, or privacy enjoyed on neighboring properties. Therefore, there is no basis in the County Ordinance Code to compel the project proponent to consider an alternative design.

STAFF ANALYSIS

A. General Plan Consistency: The subject parcel at 40 Anson Way is located within the SH Single-Family Residential - High Density General Plan Land Use designation. The SH designation is intended to promote the orderly development of single-family residential neighborhoods. The existing ±1,949 square-foot residence consists of ±392 square feet of unconditioned garage space and ±1,557 square feet of existing conditioned living space. The project entails an addition to increase living area within an existing single-family residence by 993 square feet, resulting in a total of 2,549 square feet of conditioned living space. The proposed addition does not change the established residential use of the site, its residential density, or lot size. Thus, the single-family residential nature of the project does not conflict with the intent and purpose of the SH designation.

The project is also subject to the Policies for the Kensington Area, Policies 3-211 through 3-215 of the General Plan Land Use Element. Collectively, these policies provide for reasonable review of new residential development with protection for existing residences in the Kensington community. New residential projects are evaluated for view impacts, design compatibility, privacy, and solar access. The project's compliance with each

of these policies is discussed below.

Additionally, this report includes discussion of the proposed design, including view impacts, design compatibility, parking, privacy, and solar access, as required by General Plan policies for the Kensington area. Therefore, the project is consistent with General Plan Policies 3-211 through 3-215.

Policy 3-211: *Allow for the review of new residential development that provides reasonable protection for existing residences in the Kensington community with regard to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight.*

This project was initially submitted to the CDD as administrative Kensington Design Review application CDKR23-00010. Upon the CDD's receipt of a written request for a public hearing on the CDKR23-00010 application in response to public notifications associated therewith, the applicant submitted the current CDDP23-03024 Development Plan application in order to continue the planning process. The processing of this application, culminating in a decision at a noticed public hearing, provides reasonable protection for neighboring property owners by providing a process including public notification and allowing additional opportunities for concerned neighbors to comment on the project before a decision is made. Staff finds the proposed residential addition to be consistent and compatible with the surrounding neighborhood and does not anticipate that the addition would result in a substantial impact on views, privacy, or solar access for neighboring properties.

Policy 3-212: *Preservation of views of scenic natural features (e.g. Bay, mountains) and the developed environment (e.g., bridges, San Francisco skyline) should be incorporated into the review of development applications.*

Section 84-74.404(r) of the Kensington Ordinance defines "view" as *"a scene from a window in habitable space of a neighboring residence. The term 'view' includes both up-slope and downslope scenes, but is distant or panoramic range in nature, as opposed to short range."* The subject parcel and neighboring parcels are situated on a western facing slope that descends steeply to the west towards the City of El Cerrito. The topography of the area is such that it allows many homes on the hillside to enjoy distant westerly views of city skylines, the San Francisco Bay, Golden Gate Bridge and/or Bay Bridge. On October 6, 2023, at the request of the Kensington MAC, the applicant installed story poles on the subject parcel in order to simulate the height and building mass of the proposed addition. On October 20, 2023, staff was permitted to view the story poles from two neighboring residences at 36 Anson Way (adjacent to and north of the subject parcel) and 39 Anson Way (across the street to the east of the subject parcel) in order to assess potential view impacts. Aesthetically, the proposed addition would have the greatest impact on a southern facing window on the second story of the residence at 36 Anson Way. Existing views from this southern facing window predominantly consist of neighboring residences and neighborhood trees. Since these existing views are not distant or panoramic in nature, they do not constitute a "view" as defined by the Kensington Ordinance. Based on the October 20, 2023, site visit, the proposed addition does not substantially degrade an existing "view" - as defined by the aforementioned County Ordinance - from within any neighboring residence. Therefore, the project preserves views in a manner consistent with Policy 3-212. Staff photographs depicting the story poles from neighboring residences are included below in the Zoning Compliance section of this report.

Policy 3-213: *Review proposed residential development for design compatibility with nearby development (e.g. building mass, height, mechanical devices) and provisions for adequate parking.*

The project neighborhood consists of a mix of one- and two-story single-family residences. Considering that

two-story residences presently exist on immediately adjacent parcels to the north, south, east, and west, the building mass of the proposed two-story addition is consistent and compatible with the design of existing residential development in the vicinity. Additionally, the proposed addition would have a height of 24 feet, which is substantially less than the 35-foot maximum for residential development in the R-6 Single-Family Residential District pursuant to Section 84-4.802 of the County Code. Further, the existing two-car garage on the subject parcel meets the off-street parking requirement for the R-6 District pursuant to Section 84-4.1202 of the County Code. Therefore, based on the foregoing discussion, the project is considered compatible with existing development in the vicinity in terms of design, height, and the provision of adequate parking.

Policy 3-214: *New residential development will be reviewed against realistic impacts of privacy and sunlight on surrounding neighbors.*

Staff has evaluated the project to determine whether realistic impacts of privacy and sunlight would expectedly arise from the addition. This addition is not expected to affect the privacy or solar access on neighboring parcels to any significant degree, as discussed in more detail in the Zoning Compliance discussion below.

Policy 3-215: *Consideration will be given to review of non-residential development in the Kensington community with Policies 3-211 through 3-213 herein.*

The proposed project is a residential addition to an existing single-family residence. Thus, this policy does not apply.

B. Zoning Compliance: The subject parcel is located in the R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, and -K Kensington Combining District. The proposed project does not involve removal or addition of any tree, and therefore, the regulations of the Tree Obstruction of Views Combining District do not apply to this application.

The intent and purpose of the R-6 District is to facilitate orderly development and maintenance of high-density, single-family residential neighborhoods. The proposed residential addition conforms to all R-6 development standards (e.g. front setback, side and rear yards, building height, off- street parking). Therefore, the proposed addition to an existing single-family residence meets the intent and purpose of the R-6 District.

The Kensington Combining District includes seven criteria for approval of the Development Plan. As detailed below, the project satisfies all seven criteria.

1. Recognizing the rights of property owners to improve the value and enjoyment of their property.

Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the

neighborhood in terms of bulk, scale, and design.

Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. Minimizing impacts upon surrounding neighbors.

Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section 84-74.204(b) of the Kensington Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

- Views: The appellant refers to photographs showing that the proposed addition, represented by story poles previously installed by the applicant, would block views of the City of Emeryville skyline from a southern-facing dining room window within 36 Anson Way. The Staff Reports prepared for Zoning Administrator (ZA) and County Planning Commission (CPC) hearings included the below photograph taken from the affected window by staff on October 20, 2023, and a discussion of the impact on views from this southern facing window. As noted in prior Staff Reports, existing views from this window predominantly consist of neighboring residences and neighborhood trees that do not constitute a "view" as defined by the Kensington Ordinance.

During the public hearing held February 5, 2024, the owner of 36 Anson Way stressed to the ZA that her southerly views of Emeryville are typically of higher quality, and that the weather conditions on the date of CDD staff's visit adversely affected visibility. During public hearings held on February 5

(ZA), and March 27, 2024 (CPC), the ZA and CPC separately acknowledged that the project would obstruct views of Emeryville when viewed from the appellant's dining room window and specified that this alone would not necessarily conflict with the Kensington Ordinance unless it was determined to be a *substantial* impact to the neighbor's views.

The appellant's residence at 36 Anson Way includes several western facing windows which offer unobstructed views across the San Francisco Bay through the Golden Gate. The entire expanse of the Golden Gate Bridge, Angel Island, and Alcatraz Island are prominently visible from multiple vantage points within the appellant's residence, including kitchen, living room, and bedroom areas located on the upper floor. Despite the relatively poor visibility on the date of staff's visit, the aforementioned scenic features were immediately apparent on the western horizon. The photograph below provides additional context as to the quality of the viewing corridor to the west, as photographed by CDD staff from the rear yard at the southwestern corner of the appellant's home on October 20, 2023.

The upper floor of the appellant's home includes four western facing windows and a sliding glass door, through which they presently enjoy westerly views. The proposed addition would have no impact whatsoever on the western facing view corridor depicted above, as viewed from any habitable area within the appellant's home. Additionally, when standing directly in front of the appellant's impacted southern facing window, westerly views towards the bay will remain unobstructed by the addition. The appellant's existing westerly views are both more numerous and of objectively higher quality than that of their southerly views - in terms of scenic landscape, their visibility in less-than-ideal atmospheric conditions, as well as the lack of existing view obstructions. In approving the project at the public hearing of February 5, 2024, the ZA stated on multiple occasions that a project is not required to demonstrate "no impact" on neighboring properties to comply with the Kensington Ordinance, rather, he specified that some degree of impacts (view, privacy, solar access, or otherwise)

are expected to arise from any new construction and that the Kensington Ordinance is designed to prevent *substantial* impacts, as determined by the County Zoning Administrator, and in the case of appeals, by the County Planning Commission and Board of Supervisors. Considering that the proposed addition to 40 Anson Way would only affect a relatively lower quality southerly view from an upstairs south-facing window, and that it does not impact the primary westerly views from several other habitable areas within the neighboring property owner's home, the ZA found that the project would have a marginal impact on views enjoyed from appellants property. On March 27, 2024, the CPC agreed with the ZA's finding that project view impacts on the northerly neighbors' views of Emeryville are less than substantial and upheld the ZA's approval of the project. Therefore, the project is consistent with view protections codified in the Kensington Ordinance because it does not substantially degrade the quality of existing views, as enjoyed from several vantage points within habitable areas of the appellant's home.

- Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or southern facing windows, the project would not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

- Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition would expand the residential footprint and increase the northerly height of the home to 24 feet.

  The proposed addition would be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project would be expected to have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

  The proposed addition would be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and would be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

  In a letter dated September 18, 2023, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram

depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org <http://www.suncalc.org>) and that shows the movement of the sun for a certain date at a certain place, staff prepared a Shadow Analysis (CPC Staff Report: Exhibit 4, Attachment 7) to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. A subsequent 3D Shadow Analysis prepared by staff utilizing a second web-based application (<https://shademap.app>), confirmed staff's findings regarding the non-substantial shadow impacts throughout most of the year. The 3D shadow analysis also suggests that the project impacts on solar access on the date of the Winter Solstice would be less significant than previously assumed, and that the appellants upstairs dining room window would only be partially shaded by the project on this date (if at all). Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. Protecting the value and enjoyment of the neighbors' property.

Finding: As previously mentioned, the addition would not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition would preserve the value and enjoyment of the neighbors' property.

5. Maintaining the community's property values.

Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve an incompatible land use that would conflict with the surrounding residential community in a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. Maximizing the use of existing interior space.

Finding: The existing single-family residence consists of a main floor at street level having approximately 1,576 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners could not feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

CONCLUSION AND STAFF RECOMMENDATION

Construction of the proposed residential addition is consistent with the SH Single-Family Residential - High Density General Plan Land Use designation and complies with the intent and purpose of the R-6 Single-Family Residential Zoning District and the -K Kensington Combining District. Therefore, staff recommends that the

Board of Supervisors deny the appeal and approve Kensington Design Review Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to an existing single-family residence, based on the findings and subject to the conditions of approval, which are included as Attachment 1.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board were to deny the project, the property owner would not be allowed to improve their property with a residential addition to the existing single-family residence.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024; CARI ROSNER JELEN (APPLICANT), ELENA SAXONHOUSE (OWNER)

FINDINGS

A. Kensington Combining District Findings

County Code Section 84-74.1206(b) requires a project within the Kensington Combining District to satisfy seven criteria to be approved.

1. *Recognizing the rights of property owners to improve the value and enjoyment of their property.*

   Project Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale, and design.*

   Project Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. *Minimizing impacts upon surrounding neighbors.*

   Project Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section

84-74.204(b) of the Kensington Combining District Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

- Views: The appellant refers to photographs showing that the proposed addition, represented by story poles previously installed by the applicant, would block views of the City of Emeryville skyline from a southern-facing dining room window within 36 Anson Way. The Staff Reports prepared for Zoning Administrator (ZA) and County Planning Commission (CPC) hearings included photographs of the story poles, and a discussion of the impact on views from this southern facing window. As noted in prior Staff Reports, existing views from this window predominantly consist of neighboring residences and neighborhood trees that do not constitute a "view" as defined by the Kensington Ordinance.

  During the public hearing held February 5, 2024, the owner of 36 Anson Way stressed to the ZA that her southerly views of Emeryville are typically of higher quality, and that the weather conditions on the date of CDD staff's visit adversely affected visibility. During public hearings held on February 5 (ZA), and March 27, 2024 (CPC), the ZA and CPC separately acknowledged that the project would obstruct views of Emeryville when viewed from the appellant's dining room window and specified that this alone would not necessarily conflict with the Kensington Ordinance unless it was determined to be a *substantial* impact to the neighbor's views.

  The appellant's residence at 36 Anson Way includes several western facing windows which offer unobstructed views across the San Francisco Bay through the Golden Gate. The entire expanse of the Golden Gate Bridge, Angel Island, and Alcatraz Island are prominently visible from multiple vantage points within the appellant's residence, including kitchen, living room, and bedroom areas located on the upper floor. Despite the relatively poor visibility on the date of staff's visit, the aforementioned scenic features were immediately apparent on the western horizon. Photographic evidence included in the record provides additional context as to the quality of the viewing corridor to the west, as photographed by CDD staff from the rear yard at the southwestern corner of the appellant's home on October 20, 2023.

The upper floor of the appellant's home includes four western facing windows and a sliding glass door, through which they presently enjoy westerly views. The proposed addition would have no impact whatsoever on the western facing view corridor depicted above, as viewed from any habitable area within the appellant's home. Additionally, when standing directly in front of the appellant's impacted southern facing window, westerly views towards the bay will remain unobstructed by the addition. The appellant's existing westerly views are both more numerous and of objectively higher quality than that of their southerly views - in terms of scenic landscape, their visibility in less than ideal atmospheric conditions, as well as the lack of existing view obstructions.

In approving the project at the public hearing of February 5, 2024, the ZA stated on multiple occasions that a project is not required to demonstrate "no impact" on neighboring properties to comply with the Kensington Ordinance, rather, he specified that some degree of impacts (view, privacy, solar access, or otherwise) are expected to arise from any new construction and that the Kensington Ordinance is designed to prevent *substantial* impacts, as determined by the County Zoning Administrator, and in the case of appeals, by the County Planning Commission and Board of Supervisors. Considering that the proposed addition to 40 Anson Way would only affect a relatively lower quality southerly view from an upstairs south-facing window, and that it does not impact the primary westerly views from several other habitable areas within the neighboring property owner's home, the ZA found that the project would have a marginal impact on views enjoyed from appellants property. On March 27, 2024, the CPC agreed with the ZA's finding that project view impacts on the northerly neighbors' views of Emeryville are less than substantial and upheld the ZA's approval of the project. Therefore, the project is consistent with view protections codified in the Kensington Ordinance because it does not substantially degrade the quality of existing views, as enjoyed from several vantage points within habitable areas of the appellant's home.

- Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or

southern facing windows, the project will not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

- Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition will expand the residential footprint and increase the northerly height of the home to 24 feet.

  The proposed addition will be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project will have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

  The proposed addition will be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and will be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

  In a letter dated September 18, 2023, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast

a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org) that shows the movement of the sun for a certain date at a certain place, staff has prepared a Shadow Analysis to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. A subsequent 3D Shadow Analysis prepared by staff utilizing a second web-based application (https://shademap.app), confirmed staff's findings regarding the non-substantial shadow impacts throughout most of the year. The 3D shadow analysis also suggests that the project impacts on solar access on the date of the Winter Solstice would be less significant than previously assumed, and that the appellants upstairs dining room window would only be partially shaded by the project on this date (if at all). Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. *Protecting the value and enjoyment of the neighbors' property.*

   Project Finding: As previously mentioned, the addition will not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition will preserve the value and enjoyment of the neighbors' property.

5. *Maintaining the community's property values.*

   Project Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve a noncompatible land use that conflicts with the surrounding residential community in a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. *Maximizing the use of existing interior space.*

   Project Finding: The existing single-family residence consists of a main floor at street level having approximately 1,576 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners cannot feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

7. *Promoting the general welfare, public health, and safety.*

   Project Finding: The residential addition does not change the land use on the subject parcel and as described above, will have minimal impact on neighboring properties. The project's compliance with applicable zoning standards and the requirement to obtain building permits will ensure that the addition does not present a hazard to public health and safety for the occupants or community at large. Thus, the project promotes the general welfare, public health, and safety of the Kensington community.

D. Environmental Findings

   The 993 square-foot two-story addition to the northern side of an existing single-family residence is categorically exempt under CEQA Guidelines Section 15301(e)(2), which provides a Class 1 exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan.

CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024

Project Approval

1. Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to the northern side of an existing single-family residence is **APPROVED**.

2. The Development Plan approval describe above is based on the application and project plans received by the Department of Conservation and Development, Community Development Division (CDD) on July 11, 2023.

3. Any deviation from the approved plans shall require review and approval by the CDD and may require the filing of a new Kensington Design Review application.

Building Permits

5. No construction is approved with this permit. Any construction at the subject parcel will require issuance of building permits from the Department of Conservation and Development, Building Inspection Division, prior to commencement of work.

Application Costs

6. This application was subject to an initial application deposit of $3,000.00, which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of 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 from the date of approval, the application shall be charged interest at a rate of ten percent (10%). The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

Construction

All construction activity shall comply with the following restrictions, which shall be included in the construction drawings.

7. 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.

8. 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.

9. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

10. 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 shall also be visible to ensure compliance with applicable regulations.

11. 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 date the State and Federal holidays occur, please visit the following websites:

Federal Holidays: Federal Holidays (opm.gov)

California Holidays: State Holidays (sos.ca.gov)

12. Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.

ADVISORY NOTES

PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE AND OTHER LEGAL REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, 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, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a ninety-day (90) period after the project is approved.

The 90-day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by this 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 CDD within 90 days of the approval date of this permit.

B. The applicant shall submit building plans to the Building Inspection Division and comply with Division requirements. It is advisable to check with the Division prior to requesting a building permit or proceeding with the project.

C. The applicant must submit building plans to the Kensington Fire Protection District

and comply with its requirements. The applicant is advised that plans submitted for a building permit must receive prior approval and be stamped by the Fire Protection District.

D. The applicant is required to submit plans to the Stege Sanitary District for approval. Plans submitted for a building permit must receive prior approval and be stamped by the Sanitary District.

E. The applicant is responsible for contacting the Health Services Department Environmental Health Division regarding its requirements and permits.

F. The applicant is required to comply with the requirements of the East Bay Municipal Utility District.

G. The applicant is responsible for contacting the Contra Costa Mosquito and Vector Control District regarding its requirements and permits.

Attachment 2

CDDP23-03024 BOS Appeal Letter

RECEIVED on 04/05/2024 CDDP23-03024
By Contra Costa County
Department of Conservation and Development

HARPER & ARMSTRONG, LLP

1634 Telegraph Ave., #3, Oakland, CA 94612
Phone: (510) 420-8455 • Fax: (510) 858-5953 • shona.armstrong@harperarmstrong.com

By E-MAIL

April 5, 2024

Adrian Veliz, Senior Planner Department of Conservation and Development Contra Costa County 30 Muir Road Martinez, CA 94553 1-925-655-2879 Adrian.veliz@dcd.cccounty.us	County Board of Supervisors Clerk of the Board of Supervisors 1025 Escobar Street,1st Floor Martinez, CA 94553 925-655-2000 clerkoftheboard@cob.cccounty.us

Re: 40 Anson Way (CDDP23-03024)
Appeal to Board of Supervisors

To the Board of Supervisors:

I represent Kris McClain, the owner of 36 Anson Way, which is directly next door to 40 Anson Way. I write on behalf of Ms. McClain to appeal from the recent Planning Commission decision affirming the Zoning Administrator decision to approve a Kensington Design Review Development Plan, which proposes a 993 square-foot "two-story" addition to the northern side of an existing single-family residence at 40 Anson Way (CDDP23-03024) despite the fact that the proposed project is actually three-stories high and requires a variance according to the County Code; despite the project's unreasonable impacts on the use, enjoyment, and value of Ms. McClain's property; despite the project proponents' failure to consult with Ms. McClain about any specific proposed design prior to submitting their plans for approval; and despite the project proponents' refusal to compromise any of their goals in the interest of mitigating the impacts on Ms. McClain and her property values.

As Ms. McClain has made clear at each level of hearing, pursuant to Contra Costa County Code section 26-2.2406(c):

(1) The proposed project does not comply with the general plan and adversely affects her property rights.
(2) The proposed project does not meet required standards.
(3) Specified findings for the planning division are not supported by the evidence.

The grounds for Ms. McClain's appeal are elucidated in my appeal letter dated February 14, 2024. Those arguments remain central to our arguments on appeal at this level, but I will not recapitulate them here in detail.

I trust the Board members will review our prior letters and evidence, but please also note that, at the hearing held on March 27, 2024, the Planning Commission members acknowledged the validity of Ms. McClain's grounds for appeal, even though the Commission nevertheless affirmed the Zoning Administrator's decision. This creates legal error. Specifically, the Commission explicitly acknowledged:

1. Ms. McClain's view of Emeryville is a view that should merit "reasonable protection" pursuant to General Plan policies #3-211, 3-212;
2. The definition of "story" in the County Code does prohibit approval of the current project without a variance; there is no such thing as a "half story"; and the County has ignored its own legal definitions to approve the instant project without a variance.

The Planning Commission thus acknowledged that the approval violates the County's own laws, which: (a) require an application for a variance for a three-story project; and (b) require reasonable protection of Ms. McClain's views, uses, enjoyment, and property values.

As the project proponents' testimony at the prior appeal hearing made clear, there exist alternative, more considerate, design possibilities that would add the additional indoor living space the project proponents crave, while providing reasonable protection for Ms. McClain as required by the general plan. But the project proponents did not explore these options with Ms. McClain. They have, instead, assiduously protected and promoted their own interests entirely at Ms. McClain's expense. They wish to have Ms. McClain's cake and eat it too. Among other things, the project proponents are:

1. Declining to sacrifice any of their <u>own</u> yard space (They insist on expanding their home upward into Ms. McClain's view rather than expanding along the ground level into their own yard, because they value and use their own yard space and do not wish to sacrifice any of it.)
2. Prioritizing their own interest in *creating* a new view over Ms. McClain's interest in *protecting an existing view* (They are adding new third story that takes away Ms. McClain's view in order to create one for themselves.)
3. Including unnecessary vaulted ceilings as part of their third-floor addition (They are unnecessarily increasing the height of their project and the impact on Ms. McClain's views and access to sun and air.)
4. Refusing to even move their third-floor addition away from Ms. McClain's property/view corridor. (They are refusing to locate their third-floor addition further to the west on their current home's footprint or further to the south over the "basement" story," which could reduce the impact on Ms. McClain, but which would increase the project proponent's costs.)
5. Failing to consider a lower plate height for the third story addition per R305.1, which, in rooms with sloped ceilings, allows the required floor area of the room to have a ceiling

height of not less than 5 feet (1524 mm) so long as not less than 50 percent of the required floor area shall have a ceiling height of not less than 7 feet (2134 mm).

In essence, the project proponents are arrogating Ms. McClain's property value to themselves. All of the project proponents' design decisions have come at the expense of Ms. McClain's *existing* views, uses, and property value. Without reasonable consultation with Ms. McClain, the project proponents have enlisted the County in their effort to force Ms. McClain to accept the project as proposed, though the application violates the law.

Ms. McClain scrimped and saved for years to purchase a home with stunning views, which she appreciates and enjoys, and which add value to her home. She made her purchase secure in the knowledge that any third-floor addition on a neighboring property would require a variance that would trigger in depth consideration of her interests. The project proponents now wish to add value to their own home by constructing an impermissible third-floor addition robs Ms. McClain of her value. Allowing this blatant transfer of value with no compromises or discussion[1] does not provide Ms. McClain with the reasonable protection she is entitled to under the General Plan.

In no sense does the County's approval of the proposed plans: (a) comply with the law, which requires a variance for what, pursuant to the code, is a three-story project; (b) reasonably protect Ms. McClain's views; (c) minimize impacts to Ms. McClain's enjoyment and use of her property; or (d) reasonably protect Ms. McClain's property value. Furthermore, and importantly, permitting approvals that violate the law promotes discord among neighbors. Clear laws accurately followed and enforced provide certainty and predictability that minimizes neighbor conflict. This approval does the opposite and should be reversed.

Regards,

Shona Armstrong

Encl: Appeal letter submitted to Planning Commission February 14, 2024 (with attachment

[1] Testimony at the hearing below continued to mislead the Planning Commission about the nature and extent of discussions prior to the current application. It is true that prior to making their application, the project proponents informed Ms. McClain that they hoped she would approve an addition to their home, but at the time they approached Ms. McClain on January 12, 2023, per their own admission, they had only "conceptual" and "schematic" plans. As far as Ms. McClain could reasonably tell, these "plans" consisted of drawings of the existing home with verbal proposals about vague planned changes. There was no actual proposed plan for her to consider, review, comment on, or discuss. The applicants talked to Ms. McClain for a few minutes, did not offer any concrete proposal, and then departed when she refused to give them carte blanche approval to make additions to their home. Any design changes that occurred between Jan 12, 2023, and June 1, 2023, were entirely internally motivated. Though the applicants suggest these changes were for Ms. McClain's benefit, Ms. McClain had no input into or knowledge of the proposal or any changes thereto. In fact, the first time Ms. McClain was presented with any concrete plan to review was when she received a letter from the County informing her of the nature of the proposed project on June 1, 2023.

HARPER & ARMSTRONG, LLP

1634 Telegraph Ave., #3, Oakland, CA 94612

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By E-MAIL

February 14, 2024

Adrian Veliz
Senior Planner
Department of Conservation and Development
Contra Costa County
30 Muir Road
Martinez, CA 94553
1-925-655-2879
Adrian.veliz@dcd.cccounty.us

Re: 40 Anson Way (CDDP23-03024)

Dear Mr. Veliz:

I represent Kris McClain, the owner of 36 Anson Way, which is directly next door to 40 Anson Way. I write on Ms. McClain's behalf to appeal from the recent Zoning Administrator decision to approve a Kensington Design Review Development Plan, which proposes a 993 square-foot "two-story" addition to the northern side of an existing single-family residence at 40 Anson Way (CDDP23-03024) despite Ms. McClain's protests.

As Ms. McClain has made clear at each level of hearing, pursuant to Contra Costa County Code section 26-2.2406(c):

(1) The proposed project does not comply with the general plan and adversely affects her property rights.
(2) The proposed project does not meet required standards.
(3) Specified findings for the planning division are not supported by the evidence.

The negative impacts created by the proposed project warranted two meetings of the KMAC, which culminated in a split decision. In the face of clear law prohibiting the approval of this three-story project and in the face of clear general plan violations that harm the property value of one of Kensington's few Black homeowners at the expense of her neighbors, the Zoning Administrator erred by approving the application based on arbitrary, biased, uncodified grounds.

I. The Design Review Approval Violates the General Plan and Disregards the loss of value to Ms. McClain's Home.

A. The proposed project violates the General Plan.

The "General Plan Policies for the Kensington Area" appear at pages 3-98 to 3-100 of the General Plan:

Policy #3-211

> Allow for the review of new residential development that provides ***reasonable protection for existing residences in the Kensington community with regard to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight***.

Policy #3-212.

> ***Preservation of views*** of scenic natural features (e.g., Bay, mountains) and the developed environment (e.g., bridges, San Francisco skyline) should be incorporated into the review of development applications.

Policy #3-213.

> ***Review proposed residential development for design compatibility with nearby development*** (e.g., building mass, height, mechanical devices) and provisions for adequate parking.

3-214.

> New residential development will be reviewed against ***realistic impacts of privacy and sunlight*** on surrounding neighbors.

1. The proposed project specifically fails to reasonably protect Ms. McClain's residence with regard to views, building bulk, size, height, privacy, and access to sunlight.

a. Views

The photos Ms. McClain has provided at **Exhibit A and Exhibit B** show the story poles blocking the view from the south-facing window of her dining room out over the Emeryville skyline. The General Plan specifically requires protection and preservation of views of the developed environment. Policy 3-212 provides *examples* of the bridges and the San Francisco skyline, but these are examples; they do not constitute an exclusive list of the views that merit conservation. The County Zoning Administrator explicitly and completely discounted Ms. McClain's views of the Emeryville skyline, stating they simply do not count. The unnecessary

denigration of Emeryville is puzzling and betrays a condescending disregard for the views that Ms. McClain enjoys from her living space.

b. Design compatibility/building mass unnecessarily impairs Kris McClain's property.

As Heather Sanders-Jacob has already explained in her letter dated September 18, 2024, which is attached hereto as **Exhibit C** and incorporated herein, the proposed project creates an unnecessarily elevated mass that allows the owners of 40 Anson Way to expand *at the explicit and significant expense of Ms. McClain*. Both owners could achieve their aims were 40 Anson Way to build and expand downward along the hillside to create the additional square footage they desire or even were they to move the expansion to the other side of their house.

The owners at 40 Anson Way have never, however, sought input from or discussion about the impacts on Kris McClain. When they first approached Ms. McClain, they requested her before-the-fact approval of a project for which they had no drawings. They denied her permission to come into their home to discuss the options and impacts. The next time they approached Ms. McClain they presented her with a fait accompli.

The planning department makes much of the fact that the owners revised their plans to change the position of a balcony, but that change was motivated by the owners' own concerns. It was not a response to or an accommodation for the benefit of Ms. McClain, as they had never shown Ms. McClain the first round of drawings.

Even as modified, the proposed obstruction damages Ms. McClain's views and has tangible consequences for the value of her property. The diminished view significantly detracts from the appeal of the home to potential buyers or renters, thereby directly affecting its market value.

Furthermore, the presence of a blank wall resulting from the proposed project creates a sense of confinement and visual monotony, diminishing the overall livability and enjoyment of the property. This issue extends beyond mere inconvenience; it constitutes a tangible loss of value and an infringement upon Ms. McClain's rights as a homeowner to enjoy the full benefits of her property.

c. The building height violates the clear language of the law.

i. The language of the law provides an unambiguous definition of "story."

As previously explained, the proposed building exceeds the number of permissible stories. The proposal is within the SH zone of Kensington (Single Family Residential – High) Contra Costa County Code limits buildings to two stories in Kensingon. Section 82-4.266 of the code defines a story as follows:

> "Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of he topmost floor and the ceiling or roof above. <u>If the finished floor level directly above a basement or cellar is more than six feet above grade at any point, such basement or cellar shall be considered a story.</u>

Per 84-4.802 of the County Code, building height maximums are set by the following criteria:

> No single-family dwelling or other structure permitted in the R-6 [single family residential] district shall exceed two and one-half stories or thirty-five feet in height.

All single-family residential districts within Contra Costa County have the same building height restrictions. See Contra Costa County Code sections 84-6.802, 84-8.802, 84-10.802, 84-12.802, 84-14.802, 84-16.802, 84-18.802, 84-20.802.

Because the basement story at 40 Anson Way is a habitable space that includes an existing bedroom, bathroom, and office with full kitchen, the additional proposed level ***<u>pursuant to the clear language of the Contra Costa County Code</u>*** constitutes an impermissible third level. The diagram <u>below</u> is what was submitted to the Planning Department. This lower level was not omitted from the architect's drawing, and it should have compelled the planners to reject the proposal or require a variance application.

ii. Long pattern and practice and an ongoing informal agreement to disregard the law cannot change the meaning of the words written in the code.

The staff asserts repeatedly in written recommendations that the proposed project is a two-story building. The applicant asserts that the staff assured them the project would be processed

as a two-story building. The Zoning Administrator likewise asserts that the planning department has the leeway to interpret its code however it likes, and that the planning department always considers a project like this to be a two-story project, because the separate stories are not stacked atop one another. This interpretation appears groundless.

The Zoning Administrator made comments arrogating to the planning department the power to enforce rules either beyond or in contradiction to the language of the law. These comments misconstrue and inflate the powers of the Planning and Conservation Department. The Department and its staff are to execute the laws, not to legislate by fiat. The code is clear. Where neither the language nor the statutory history of an ordinance is ambiguous, "there is no need to defer to [agency] interpretation." *Riddick v. City of Malibu,* ___ Cal. App. ___, ____ (Feb 1, 2024) 2024 WL376305 (citing *Advanced Real Estate Services, Inc. v. Superior Court*, 196 Cal. App. 4th 338, 350 (2011); *Department of Industrial Relations v. Occupational Safety & Health Appeals Board*, 26 Cal. App. 5th 93, 106 (2018)).

> Here, there is no
>
> ***ambiguity*** concerning the meaning of the text, it is not composed of " 'technical, obscure, complex, open-ended' " language " 'entwined with issues of fact, policy, and discretion' " that would require resort to [the agency's] ***specialized expertise***. (*Yamaha, supra*, 19 Cal. 4th at p. 12, 78 Cal.Rptr.2d 1, 960 P.2d 1031.) [***The agency] therefore "enjoy[s] no comparative advantage over a generalist court in interpreting the legal text at issue.***" (*California Veterinary Medical Association v. City of West Hollywood,* (2007) 152 Cal. App. 4th 536, 556, 61 Cal.Rptr.3d 318.)

Riddick v. City of Malibu (Cal. Ct. App., Feb. 1, 2024, No. B323731) 2024 WL 376305, at *5 (emphasis added).

Other jurisdictions that legitimately apply the standard the Contra Costa County Planning Department applied here do so based on a Code or other publicly available guidance. For instance, in some jurisdictions, in which following the hillside's natural contour allows the approving agency to deem a story not a story when not stacked one atop the other, the examples and diagrams within the ordinances or regulations depict possible scenarios in detail and explain the exceptions to the rules. Attached hereto as **Exhibits D and E** are guidance documents from Berkeley and Los Angeles, which show that it is very easy to publish transparent detailed guidance that does not leave architects and homeowners to guess about when and why an approving agency might simply (and in violation of the law) disregard its own published ordinances.

Citizens rely on transparent, publicly available laws and regulations for setting their expectations about property purchases and making other important decisions. Publicly available, consistently enforced laws ensure that citizens cannot be ambushed by secret, unwritten rules that work to their detriment. Kris McClain bought her house secure in the fact that her views were protected, and she was entitled to set her expectations based on the clear language of the

law. If there is a law or regulation in Contra Costa County that provides an exception, no staff member or official has pointed it out.

Pursuant to the language of the code there can be no argument. This project comprises three stories. Decades of disregarding the clear language of the code in practice does not change the language of the code. If the County truly wishes to count stories only when they are stacked atop each other, then the County must re-write its code to actually say that.

d. Access to Sunlight

The initial solar access study at the winter solstice depicts the time of the year during which Ms. McClain is most highly impacted (and the time of year when sunlight is most valued). The impacts on Ms. McClain are significant.

From her upstairs living spaces, Ms. McClain will now be spending more time in the shadow of a blank wall rather than looking out over the skyline. The photos she has taken and attached as **Exhibit A and B**, particularly the photo taken in the evening when the sun is low (Exhibit B), along with the photos of the story poles, show the significant negative change she will experience due to loss of light. Evening light will be curtailed in Ms. McClain's dining room. On February 4, 2024, there was a power outage from 11:00 AM- 7:30 PM. The sun started to go down around 4:30-5PM. Ms. McClain was able to continue working up until the sun was gone. She had a deadline and was able to able to make it without losing a day due to loss in power. If 40 Anson was built up as proposed, much of the light she used for the last hours of the day would have been blocked because of the large shadow the third story would have created.

A corrected shadow study attached as **Exhibit F** is relabeled to depict more clearly that it is not only Ms. McClain's downstairs windows that are affected, but also her upstairs dining room windows that will suffer significant loss of light. The Zoning Administrator discounted the shadow study because he erroneously presumed it *only* affected the downstairs windows in Ms. McClain's garage (where, to be clear, she still uses and enjoys the light by growing many plants).

The proposed addition will therefore impair Ms. McClain's ability to nurture the collection of indoor plants she keeps in her dining room. In her own words:

> I got into plants in 2021. I have researched plants, their light, water, and placement needs. Each plant that I have is in its ideal spot, which was determined by their specific light requirements. The ones who require the most light, i.e, succulents and cactus plants, are under grow lights. The others depend on the morning sun which isn't as harsh as the afternoon sun. They all rely on light to grow. I have a fiddle leaf fig that was in a 6 inch pot. She is now in a 20 inch pot. If you know anything about the fiddle leaf plant, you'll know that this is a big deal. We all rely on the light coming from the dining room window.

The Zoning Administrator Planner specifically stated the lower-level windows and accessory structures like the greenhouse aren't protected items where solar access is concerned, but the new addition will also impair Ms. McClain's ability to garden the space on the southern side of her house. She takes much joy and finds peace in her landscaping and gardening, and she is concerned about the limitations that the lack of sunlight will impose on her choice of plantings. She chose the spot for her greenhouse based on the rise and fall of the sun. It faces north and south to maximize the sunlight. She also uses her lower deck to read and barbeque. All of these activities will be impaired by the proposed addition's negative impact on her sunlight.

B. <u>The proposed project adversely affects Ms. McClain's property values.</u>

When members of the Kensington Municipal Advisory Council visited Ms. McClain's property, they were impressed with her view and one member joked that his colleague could have such a view if her were willing to pay the price. It is common knowledge that the views create significant value. Ms. McClain's view will be impaired, and her property value will suffer concomitant damage.

In addition to loss of a portion of her view, Ms. McClain's reduced access to sunlight and her new close proximity to a bulky new three-story building will affect her property value.

II. The proposed project does not meet required standards.

As explained above, the Contra Costa County Code is clear, and the proposed project violates that code with respect to building height, and with respect to considering access to sunlight, preservation of views of skylines, and design compatibility. See **Exhibit C** (Letter from Shelterwerk re McClain Appeals 2023-09-18.)

III. Specified findings for the planning division are not supported by the evidence.

As explained above, the County's findings are not supported by the evidence, because the approval does NOT: (1) minimize impacts upon surrounding neighbors; (2) protect the value and enjoyment of the neighbors' property; (3) maintain neighbors' property values; or (4) promote the general welfare, public health, and safety, inasmuch as approving a project that violates the law as written leads to public confusion, abuse, and arbitrary decision making.

IV. Revised plans do not reflect sensitivity to or consideration of Ms. McClain's interests.

The project applicant provided an initial design and then a revised design to the planning staff. The first proposed design had even more extreme impacts on Ms. McClain. The project applicant has misleadingly packaged this redesign as an accommodation to Ms. McClain. In reality, the project applicants redesigned their project without consultation with or input from Ms. McClain.

V. 40 Anson Way could be developed in a manner that satisfies the applicants' goals without having such significant impacts on Ms. McClain and her property.

The owners of 40 Anson could remedy this problem by locating the addition on the southern side of their property or by considering a horizontal addition that would keep the entire home on a single level.

Ms. McClain has been fighting for agency throughout this disempowering design review process. When neighbors can communicate and work together, the project can be improved and the neighborly relationship preserved without negatively impacting the end product. There is still a chance for this to happen here.

VI. Conclusion

The Kensington-specific section of the Contra Costa County Code provides that the purpose of the local ordinances is as follows:

84-74.204 - Purpose and intent.

(a) The purpose of this chapter is to provide specific regulation to fairly and efficiently implement the Contra Costa County general plan policies for the Kensington Area so that future development recognizes the rights of property owners to improve the value and enjoyment of their property while minimizing impacts upon surrounding neighbors and not substantially impairing the value and enjoyment of their neighbors' property; maintains the community's property values; and promotes the general welfare, public health and safety.

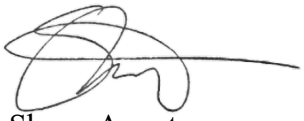
(b) It is a further purpose of this chapter to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility with the neighborhood with regard to bulk and scale

(c) Features of a development that could influence these values include but are not limited to siting, size, bulk, building envelope, height, setbacks, relative scale, off-street parking spaces, window placement, artificial lighting and location of mechanical devices such as motors, fans and vents.

Part (a) recognizes the right of homeowners to develop their properties, while minimizing any impacts on their neighbors' property value, and while protecting the ability of their neighbors to enjoy their land. Parts (b) and (c) provide criteria for evaluating the impacts of development on neighboring properties. The proposed development at 40 Anson Way fails to minimize impacts as required by the code, violates the General Plan, and unnecessarily robs Ms. McClain of her cherished property values.

We invite you to arrange a visit to my client's property to view the impact the project will have. I can be reached at shona.armstrong@harperarmstrong.com and 510-508-5017.

Regards,



Shona Armstrong

EXHIBITS

Exhibit A:	Photos from Ms. McClain's dining area, deck, and garage, showing story pole impact on views from her dining room and deck during October 18-29, 2023
Exhibit B:	Photo from Ms. McClain's dining room window Feb 6, 2024, at 6:56 pm
Exhibit C:	LTR from Shelterwerk re 40 Anson Way 2023-09-18
Exhibit D:	Excerpts from Los Angeles Basin Hillside Ordinance
Exhibit E:	Berkeley Municipal Code section 23.106.060
Exhibit F:	Corrected shadow study pointing out affected upper windows

EXHIBIT A

(Photos from Ms. McClain's dining area, deck, and garage, showing story pole impact on views from her dining room and deck during October 18-29, 2023)

EXHIBIT B

(Photo from dining room February 6, 2024 at 6:56 pm)

EXHIBIT C

(Letter from Shelterwerk)

SHELTERWERK
ARCHITECTURE & DESIGN

September 18, 2023

Kris McClain
36 Anson Way
Kensington, CA 94707

Re: McClain Appeals

Dear Kris,

We have researched the proposed addition at 40 Anson Way, Kensington, CA, and made determinations about its impacts in consideration of Chapter 84-74 of the Contra Costa County Code, which lays the guidelines for building in Kensington, as well as 84-4 of the Contra Costa County Code, which lays out additional guidelines for residential building not necessarily covered within the Kensington section of the code.

To lay the foundation of our research on the impacts proposed construction at 40 Anson Way, we look at the purposes of the Kensington specific section of the Contra Costa County Code:

> 84-74.204 - Purpose and intent.
>
> (a) The purpose of this chapter is to provide specific regulation to fairly and efficiently implement the Contra Costa County general plan policies for the Kensington Area so that future development recognizes the rights of property owners to improve the value and enjoyment of their property while minimizing impacts upon surrounding neighbors and not substantially impairing the value and enjoyment of their neighbors' property; maintains the community's property values; and promotes the general welfare, public health and safety.
>
> (b) It is a further purpose of this chapter to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility with the neighborhood with regard to bulk and scale
>
> (c) Features of a development that could influence these values include but are not limited to siting, size, bulk, building envelope, height, setbacks, relative scale, off-street parking spaces, window placement, artificial lighting and location of mechanical devices such as motors, fans and vents.

Part (a) recognizes the right of homeowners to develop their properties, while minimizing any impacts on their neighbors' property value, and while protecting the ability of their neighbors to enjoy their land. Parts (b) and (c) provide criteria for evaluating the impacts of development on neighboring properties. The proposed development at 40 Anson Way fails to minimize impacts as required by the code.

The Building Exceeds the Number of Permissible Stories:

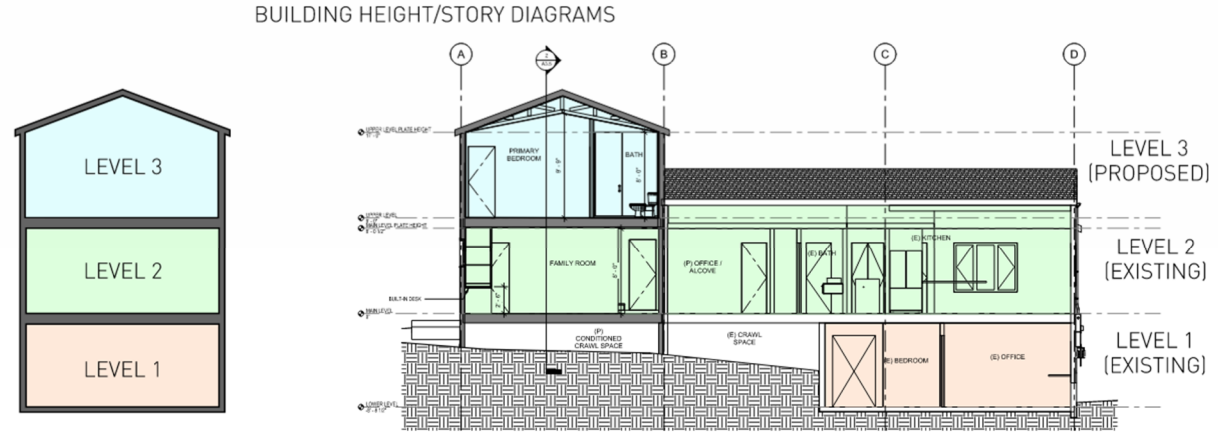
Contra Costa County Code limits buildings to two stories in Kensington. Section 82-4.266 of the code defines a story as follows:

> "Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or cellar is more than six feet above grade at any point, such basement or cellar shall be considered a story.

Per 84-4.802 of the municipal code, building height maximums are set by the following criteria:

> 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.

Due to the existing habitable basement at 40 Anson Way - which includes an existing a bedroom, bathroom, and "office" with full kitchen –the additional proposed level constitutes an impermissible third level. The diagram on the right is what was submitted to the Planning Department. This lower level wasn't omitted from the architect's drawings, and it didn't receive a comment, so maybe it slipped through the cracks, but it should compel the planners to reject the proposal or require a variance application.



(a) standard story stacking

(b) proposed story stacking at 40 Anson Way

The Proposed Building Unreasonably Impairs Views:

The proposed addition adds a large mass adjacent to the dining room window at 36 Anson Way. Panoramic views of the surrounding landscape are negatively impacted. The proposal submitted to the Planning Department provides an image noting views that will be impacted, but the vantage point from which the image was taken is a misrepresentation of reality. It appears to be zoomed in and possibly at a lower vantage point than what one would experience standing in front of the window. The following photo, looking from the backmost windows of 36 Anson Way show more

accurately the significant negative impact on views caused by the proposed addition at 40 Anson Way.

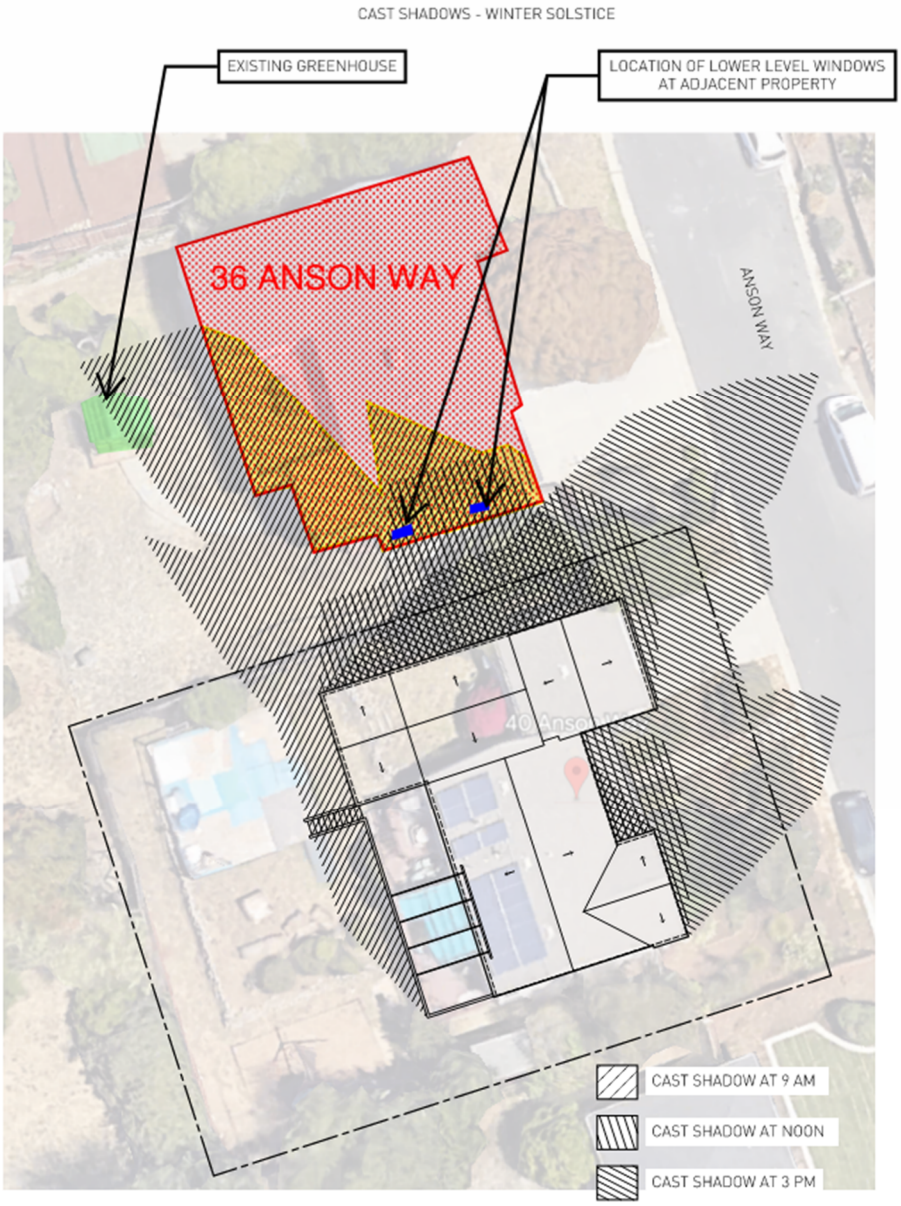
AREA OF IMPACTED VIEWS
(Image taken from window at 36 Anson Way)

IMAGE OF AREA OF IMPACTED VIEWS SUBMITTED
TO PLANNING DEPARTMENT
(Development Plan Drawing Set dated 07/10/23)

APPROXIMATE NEIGHBOR VIEW TO SOUTHWEST (IMPACTED)

The Proposed Building Unreasonably Impairs Access to Daylight:

The addition at 40 Anson Way will cast shadows towards and past its northern property line and onto the lot of 36 Anson Way due to its proximity to a shared property line. A study of cast shadows during the Winter Solstice shows that the lower level South-facing windows at 36 Anson Way will be shaded out from 9 am through noon, greatly diminishing solar access during the period of the year where access to the sun is at its greatest premium. Additionally, shadows will be cast through a large part of the rear yard, including over an existing greenhouse and the garden area leading up to it. The excessive height of the proposed building is unnecessary, impermissible, and creates significant problems for the residents of 36 Anson Way that the county should be taking into consideration.



Large Size of the Home/Location of Addition/Utilization of Existing:

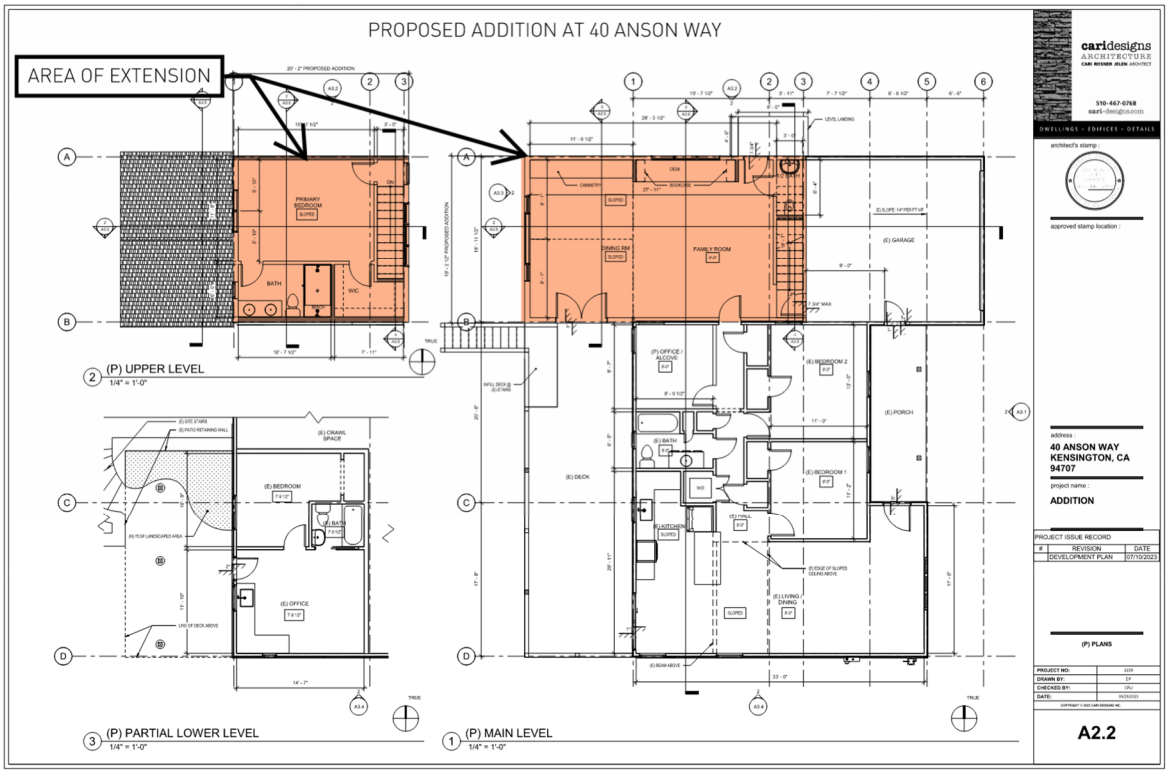
The proposed addition at 40 Anson Way creates a home with the following amenities:

- 5 bedrooms
- 2 kitchens
- 3 living spaces
- 3.5 baths
- 1 parking space

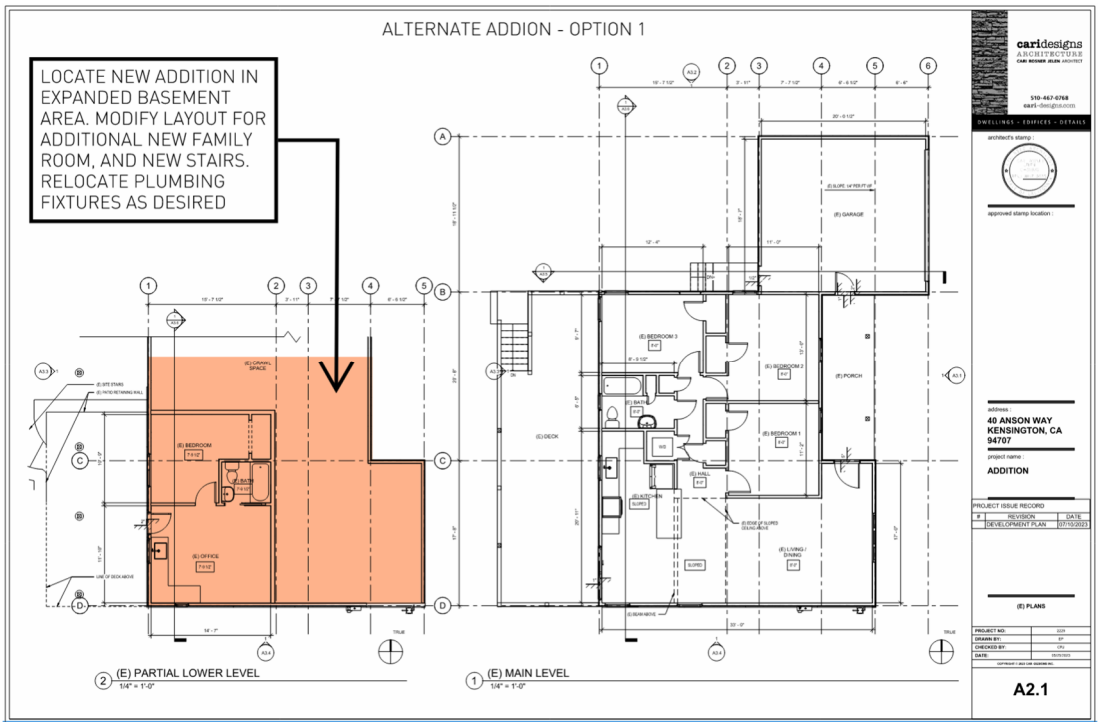
The existing habitable lower level currently has a full bathroom, kitchen, a bedroom, and space that can be used for living. By connecting the main house to the basement, many of the same rooms in the proposed design can be accessed from the main level without the need for extensive new construction.

Alternatively, if the owners of 40 Anson Way are intent on building a third level, then moving the extension to the opposite side of the house would eliminate any shadowing and view impacts on 36 Anson Way, while having a much more limited impact on the neighbors at 44 Anson Way.

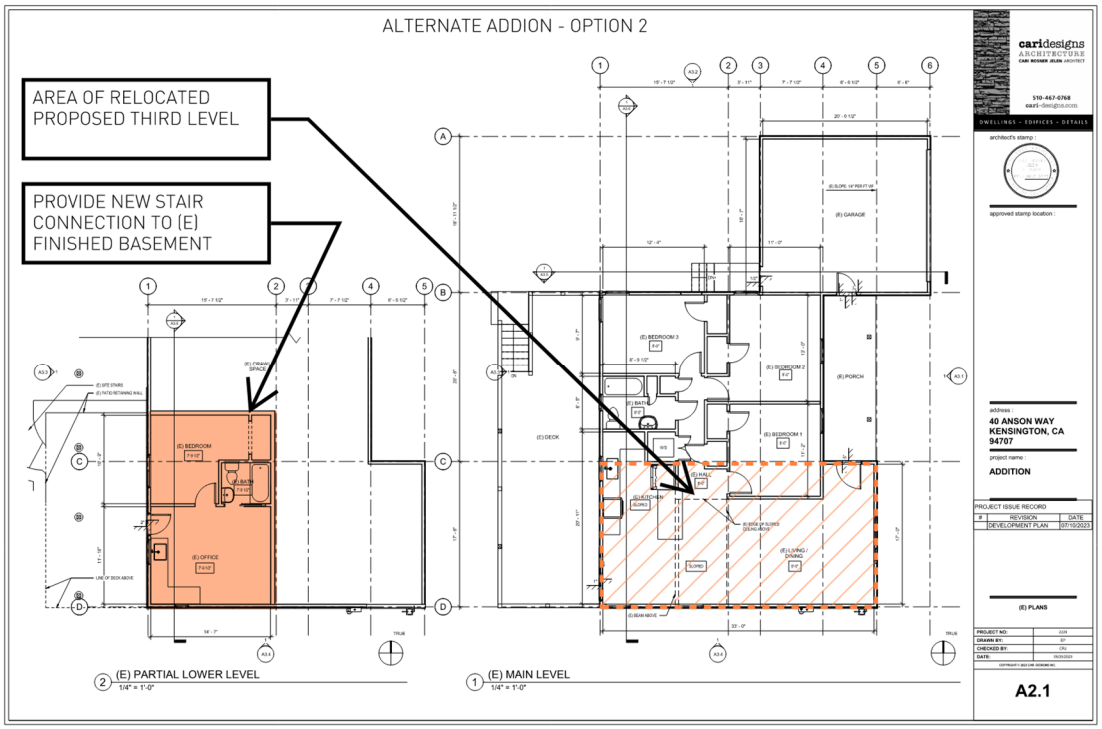
PROPOSED PROJECT WITH 3RD FLOOR ADDITION THAT CREATES SHADOWS AND BLOCKS VIEWS



PROPOSED PROJECT WITH 3RD FLOOR ADDITION MOVED TO OTHER SIDE – OPTION 1



PROPOSED PROJECT WITH 3RD FLOOR ADDITION MOVED TO OTHER SIDE – OPTION 2



Sincerely,

Heather Sanders-Jacob
Ashwin Biln

EXHIBIT D

(Excerpts from Los Angeles Basin Hillside Ordinance)

4. Height Limits. [§ 12.21 C.10.(d) of the LAMC]

No portion of a Building or Structure shall be erected or enlarged which exceeds the envelope height limits as outlined in Table 5 – Maximum Height of Structures, or as otherwise stated in the paragraphs below. For the provisions below, whenever Grade is mentioned, it shall mean Hillside Area Grade as defined in the Definitions Section of this document (or Section 12.03 of the LAMC).

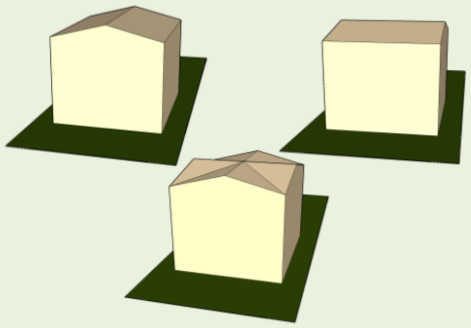
Table 5
Maximum Height of Structures (in feet)

Height Districts	*R1*	*RS*	*RE9*	*RE11*	*RE15*	*RE20*	*RE40*	*RA*
When the roof of the uppermost story of a building or structure or portion thereof has a slope of 25% or greater, the maximum height for said portion of building or structure thereof shall be as follows:								
1, 1L, & 1VL	33	33	33	36	36	36	36	36
1XL	30	30	30	30	30	30	30	30
1SS	22	22	22	22	22	22	22	22
When the roof of the uppermost story of a building or structure or portion thereof has a slope of less than 25%, the maximum height for said portion of building or structure thereof shall be as follows:								
1, 1L, & 1VL	28	28	28	30	30	30	30	30
1XL	28	28	28	30	30	30	30	30
1SS	18	18	18	18	18	18	18	18

25% Roof Slope

The 25% roof slope is a Southern California standard which is also commonly referred to as the 3:12 slope. This slope can be expressed as a ratio of 1 foot of vertical rise for every 4 feet of horizontal distance. In order to determine what the minimum height of the standard gabled roof, as measured from the top-plate of the building wall, simply divide the horizontal distance of the wall by 8.

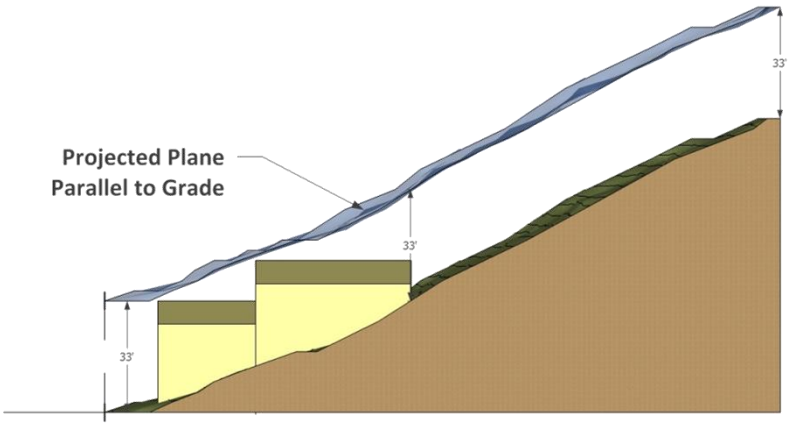
When a roof is made up of a combination of roof slopes, the portions of the structure with a roof slope less than 25% will be considered flat and as a result be required to comply with the lower height.



a. Measurement of Height. [§ 12.21 C.10.(d)(1) of the LAMC]

Notwithstanding any other provision in the Code, the height limits in Table 5 – Maximum Height of Structures above shall be measured as set forth below.

(1) **Maximum Envelope Height.** Envelope height (otherwise known as vertical height or "plumb line" height) shall be the vertical distance from the Grade of the site to a projected plane at the roof Structure or parapet wall located directly above and parallel to the Grade. Measurement of the envelope height shall originate at the lowest Grade within 5 horizontal feet of the exterior walls of a Building or Structure.



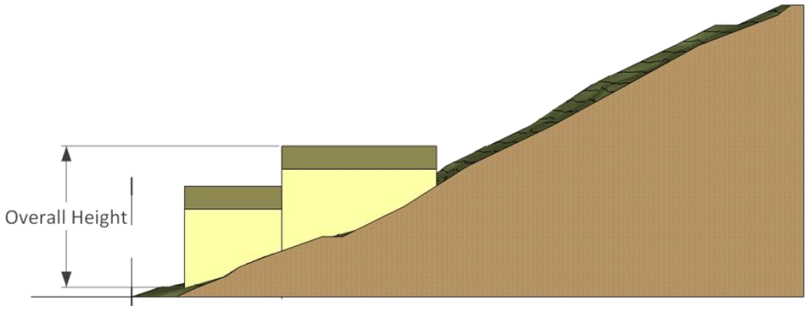
At no point shall any given section of any part of the proposed Building or Structure exceed the maximum envelope height.

A topographic map shall be submitted as a separate plan sheet or as part of the site plan identifying the 5-foot perimeter of the exterior walls, or any other information which the Department of Building and Safety deems necessary to determine compliance with this provision.

b. *Zoning Administrator's Authority. [§ 12.21 C.10.(d)(2) of the LAMC]*

A Zoning Administrator may allow Structures which exceed the maximum envelope height requirements of Table 5 – Maximum Height of Structures; however, the increase in height may not result in a Building or Structure which exceeds an overall height of 45 feet, pursuant to the authority and procedures established in Section 12.24 X.28 of the LAMC.

The overall height shall be measured from the lowest Elevation point within 5 horizontal feet of the exterior walls of a Building or Structure to the highest Elevation point of the roof Structure or parapet wall.



c. *Prevailing Height. [§ 12.21 C.10.(d)(3) of the LAMC]*

Notwithstanding the height limits in Table 5 – Maximum Height of Structures, when 40% or more of the existing One-Family Dwellings with Frontage on both sides of the block have Building heights exceeding these limits, the maximum envelope height for any Building on that block may be the average height of the Dwellings exceeding these limits.

d. *Lots in a Single-Story Height District. [§ 12.21 C.10.(d)(4) of the LAMC]*

As enabled by Section 12.21.1 A.1 of the LAMC, on Lots in a "SS" Single Story Height District, shown as "1SS" on a Zoning Map, no Building or Structure shall be erected or enlarged which exceeds one Story.

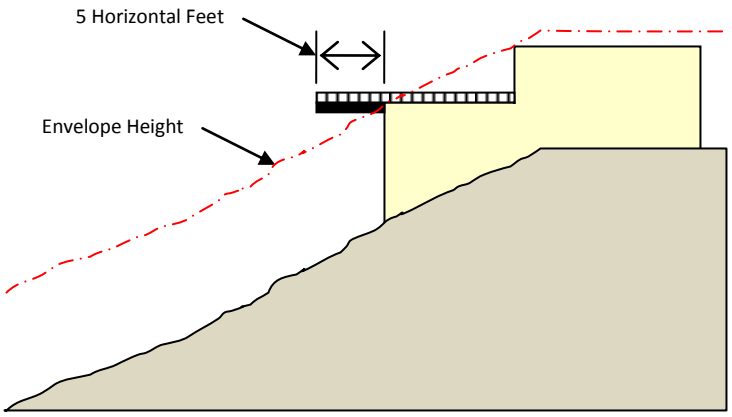
Notwithstanding the provision in Section 12.21.1 A.8 of the LAMC, in determining the number of Stories, any Basement which is exempt from the Residential Floor Area calculation, as outlined in Section 12.03 of the LAMC, shall not be considered a Story.

e. *Lots Fronting on Substandard Hillside Limited Streets. [§ 12.21 C.10.(d)(5) of the LAMC]*

For any Lot fronting onto a Substandard Hillside Limited Street and subject to the 5-foot Front Yard setback, no portion of a Building or Structure within 20 feet of the Front Lot Line shall exceed 24 feet in height. The 24 foot maximum Building and Structure height shall be measured from the Elevation at the centerline or midpoint of the Street on which the Lot fronts.

f. *Unenclosed/Uncovered Rooftop Decks and Cantilevered Balconies. [§ 12.21 C.10.(d)(6) of the LAMC]*

Unenclosed/uncovered rooftop decks, cantilevered balconies and "visually permeable railing" (no more than 42 inches in height), may project beyond the maximum envelope height no more than 5 horizontal feet.



For the purposes of this provision, "visually

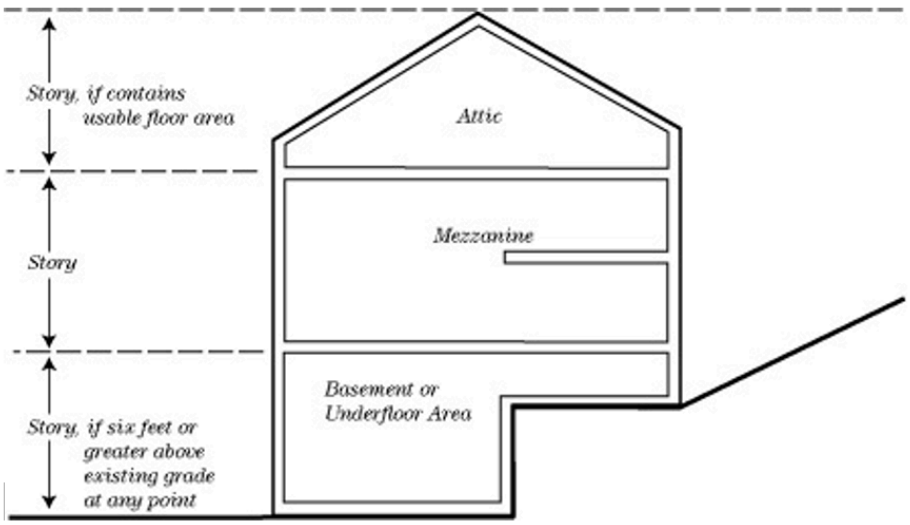
EXHIBIT E

(Berkeley Municipal Code section 23.106.060)

23.106.060 Story.

A. *Story Defined.* A story means the portion of a building included between the upper surface of any floor and the upper surface of the floor next above. See Figure 23.106-2: Story.

Figure 23.106-2. STORY



B. *Topmost Story.* The topmost story of a building is the portion of a building between the floor of the topmost floor and the ceiling or roof above.

C. *Below Grade Spaces.* If the finished floor level directly above the ceiling of a basement, garage structure, cellar, or unused underfloor space is more than 6 feet above existing grade at any point, such basement, cellar, or unused underfloor space is considered a story.

D. *Penthouses.* A penthouse used for purposes other than shelter of mechanical equipment or shelter of vertical shaft openings in the roof is considered a story.

E. *Mezzanines.* When the total floor area of a mezzanine exceeds 33.3 percent of the total floor area in that room, it constitutes an additional story. (Ord. 7787-NS § 2 (Exh. A), 2021)

The Berkeley Municipal Code is current through Ordinance 7891-NS, passed December 12, 2023.

Disclaimer: The City Clerk's Office has the official version of the Berkeley Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.berkeleyca.gov

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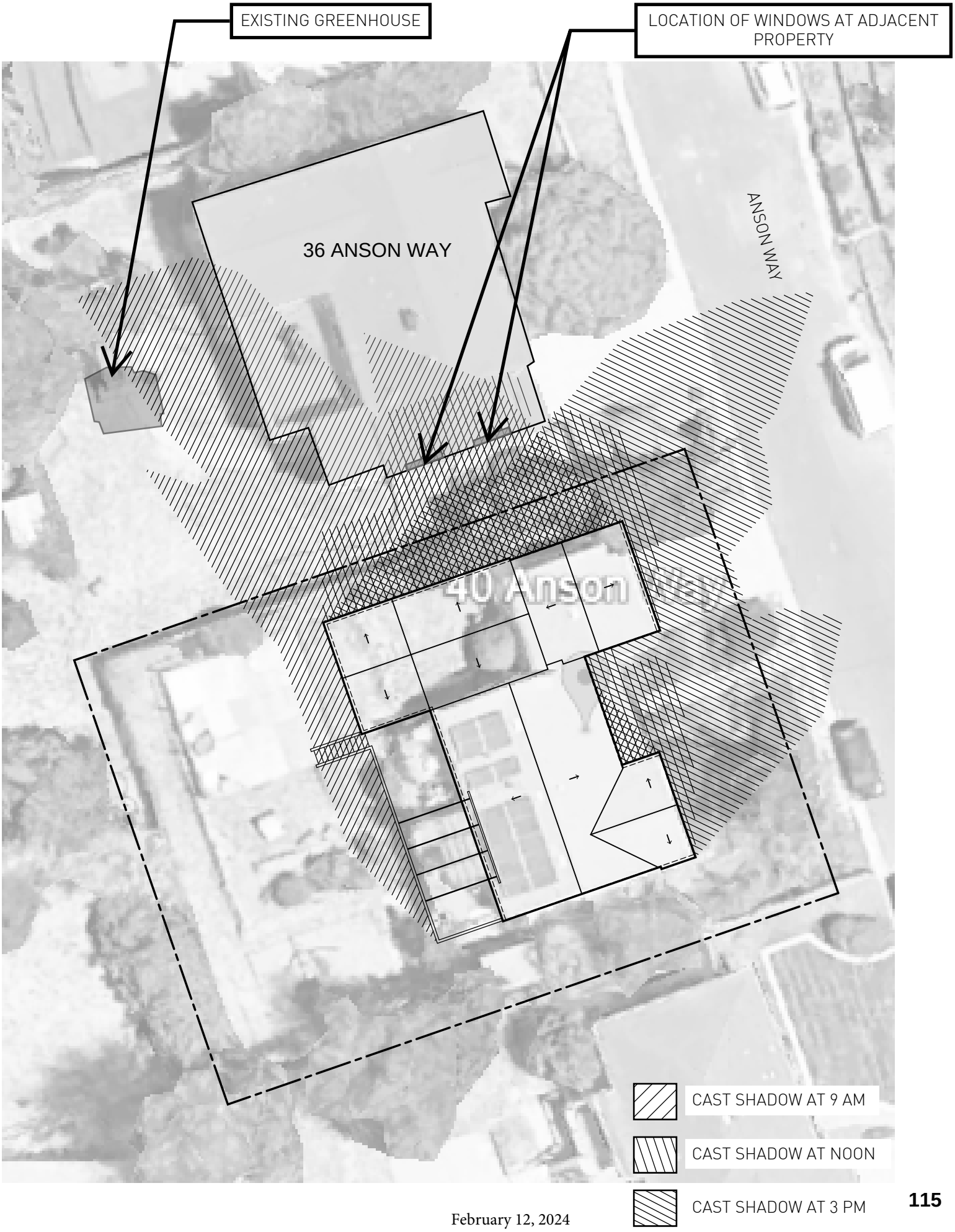
EXHIBIT E

(Corrected shadow study pointing out affected upper windows)

CAST SHADOWS - WINTER SOLSTICE



Attachment 3

CDDP23-03024 Applicant's Appeal Response

Adrian Veliz, Senior Planner
Department of Conservation and Development
Contra Costa county
30 Muir Road,
Martinez, CA 94553

Via email (adrian.veliz@dcd.cccounty.us)

March 22, 2024

Re: 40 Anson Way Appeal Hearing (CDDP23-03024)

Dear Mr. Veliz,

We appreciate the thorough staff report prepared in response to the appeal submitted by the law firm of Harper & Armstrong, LLP on behalf of Kris McClain. We write to correct for the record several false statements in the appeal letter, and to provide additional information for the Planning Commission's context in considering the appeal.

I. Neighbor Consultation Process

Although we understand the consultation process with neighbors is at the discretion of a project applicant, and is not part of the County's consideration on appeal, we are uncomfortable letting false accusations about the process stand unrebutted on the public record. Namely, Ms. Armstrong opens her appeal arguments by alleging: "The owners at 40 Anson Way have never, however, sought input from or discussion about the impacts on Kris McClain. When they first approached Ms. McClain, they requested her before-the-fact approval of a project for which they had no drawings. They denied her permission to come into their home to discuss the options and impacts." (p. 3) Ms. Armstrong gets each one of these accusations entirely wrong, perhaps because she was not present at any of the discussions that took place.

As shown in the attached contemporaneous email from our architect following a meeting to discuss our plans to meet with Ms. McClain, we proposed and attended the meeting at 36 Anson in entirely good faith. *See* Attachment 1. The goal was to understand what the sight lines were from 36 Anson so that we could consider how to modify the design to lessen the impact. We never requested "before-the-fact approval;" we clearly stated we were there to have a discussion. Our architect did bring plans, and laid them out on Ms. McClain's dining room table. Ms. McClain complained she could not interpret those plans, so the architect pulled up additional plans on her laptop to look at. These were of the same quality as the final drawings submitted to the County, rather than being mere sketches as the appellant group has claimed. Finally, we certainly never "denied her permission to come into [our] home" and cannot imagine where this impression is coming from. When I learned that this was Ms. McClain's belief through her statements before the Zoning Administrator, I immediately approached her after the meeting to

explain that she was absolutely welcome to come to our home to better understand why we had planned an addition on the north side of our house.

In any event, we came away from the January 12, 2023 meeting with the understanding that Ms. McClain was opposed to any construction on the north side of our house, even if it were only one story. Nevertheless, we ultimately submitted plans that did not just "change the position of a balcony" as erroneously stated in the appeal (p. 3). Rather, the plans submitted omit a potential home office from the second story to allow for a smaller second story that allows for more southern and southwestern visibility from Ms. McClain's south-facing windows and from her deck, and less of a shadow impact on her yard. This is a far more significant change than "the position of a balcony": if we were to include the office in the design, we would be able to convert the basement space that we currently use for two home offices into an ADU and gain rental income. With the revised design, we will still need office space in the basement and forego what could have been a significant source of income to help fund the addition. To suggest that this does not represent a compromise is unfair and inaccurate.

Finally, the appellant group has never approached us directly with any request or proposal to change the design of the project. Although the County sent out a copy of the submitted plans on June 1, 2023, we have never received any direct communication from our neighbor or her representatives. We received a September 18, 2023 letter from Shelterwerk Architects proposing alternative designs only because it was forwarded to us by the County. Of note, that letter did not propose a one-story design on the north side of the house, as is now proposed for the first time in Ms. Armstrong's appeal. (We explained in a letter to the Kensington Municipal Advisory Council why the suggested approaches in Shelterwerk letter were unrealistic, and would not come close to meeting the goals of the project. *See* Attachment 2.)

II. Goals of the Project

As noted in the Staff Report, the Kensington Ordinance implementing the County's General Plan policies "recognizes the rights of property owners to improve the value and enjoyment of their property" in addition to protecting the rights of neighbors. Section 84-74.204(a). The planned addition will vastly improve the value and enjoyment of our property if it proceeds as designed. It is something we have been considering since we bought the house more than a decade ago.

We are grateful to have a lovely home in a beautiful neighborhood, but the current size and layout of our home presents several challenges for our family of four, with two boys ages 4 and 9. The main part of our house is 3BR 1BA and has just under 1,200 ft^2 of living space on the main level.[1] The separate area on the lower level is accessed only by going outside across the deck and down a set of stairs, and currently serves as two home offices.[2] Tulley works fully remotely and is required to have a home office for his job.

[1] Although the staff report states a larger square footage, Mr. Veliz confirmed over email dated March 19, 2024 that this was in error and includes the unfinished garage (392 ft^2) as living space.

[2] The lower level was added to the house during a 2004 remodel, prior to our purchase of the home in 2013. The appellant's statement that the owner of 36 Anson bought her house in reliance that an additional story would not be built on our home makes no sense because, even if she were correct that an

Our biggest challenge is that all of our indoor common spaces – living room, kitchen, dining area, and play area – are in one room that is not large enough for the many functions it serves. We are unable to have even one other family over for dinner comfortably, and do not have any separate areas for children and adults to spend time with friends. In addition, the four of us share one small bathroom. The bathroom on the basement level is not quickly or easily accessed, especially by our four-year-old or in rainy weather since it requires going outside. We also lack any guest space other than a narrow daybed squeezed into one of the offices. Finally, our interior living space (per county language which disqualifies the deck) does not fully take advantage of the spectacular west-facing views from our property.

After the proposed addition, our house would have two separate living spaces, including a new dining area where we could fit a table for eight or more people, another half bath on the main level, and a new primary bedroom suite. One of the existing bedrooms would become too small to use as a bedroom, but could be used as an office so that we could use one of the current offices as guest space. Both the new family/dining room and primary bedroom would have large west-facing windows with views of the Golden Gate Bridge. In other words, the addition will have an enormous positive impact on our family's quality of life and the value of our home.

Although we did consider trying to fit the needed space into one story, that approach had many problems, including leaving us with a view primarily into our back neighbors' backyard and house, creating potential privacy issues, eliminating the part of our backyard that we use to play catch or frisbee with the kids and host birthday parties, and other problems.

We regret that there is any impact at all on Ms. McClain's enjoyment of her property, but believe that those issues have been well addressed by the staff report. We include one additional photo, taken from our roof to approximate the height of her house to demonstrate the beautiful views that her property will continue to enjoy without any impact from the proposed project. *See* Attachment 3. Thank you for considering this letter.

Sincerely,

Elena Saxonhouse and Tulley Rafferty

Owners, 40 Anson Way

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additional story would constitute three stories (as rebutted by the staff report), the lower level did not exist in 1993.

ATTACHMENT 1

Gmail

Elena Saxonhouse <elenasax@gmail.com>

Meeting summary

Cari R Jelen, Architect <crj@cari-designs.com> Fri, Jan 6, 2023 at 12:32 PM
To: Tulley Rafferty <hobostew@gmail.com>, Elena Saxonhouse <elenasax@gmail.com>

HI Folx,

Just a quick summary- we discussed next steps of addressing your northern neighbor's concerns regarding her view to the south. The game plan is to go over with print outs of our possible designs and have a discussion to address her concerns. Some ways to minimize the height issues would be to do a split level or only partial 2-story addition, siting the second story in the least impactful space. Once we have an idea of her view/goals, we can do more schematic design and circle back with her.

Our goal is to get her on board before having to go to a hearing.

One thing that would be helpful is to have an approximate height difference between her living area story and yours, seeing as she is uphill. I would love to add that information to the drawings after the next round of design to allay her concerns.

Let me know your/her availability, and we can go from there.

Kind regards,
Cari

Cari Rosner Jelen, Architect
she/they
Check us out on Yelp!
cari-designs.com
510-467-0768

September 22, 2023

Re: 40 Anson Way, CDDP23-03024 (on September KMAC Meeting Agenda)

Dear KMAC members,

We write to respond to the letter from Shelterwerk Architects to Kris McClain, 36 Anson Way, forwarded to you by the County of Contra Costa Department of Conservation and Development. While we plan to make an oral presentation at the KMAC meeting next week, we thought it would be most efficient to respond to some of the assertions in the letter in advance.

Permissible Stories

- As our architect will explain at the upcoming meeting, the issue of the number of stories of our home with the addition did not "slip through the cracks." (Shelterwerk letter, p. 2.) Rather, our architect directly addressed this issue with the assigned planner. The planner found that the home with planned addition is still properly characterized as a two-story home. The planner determined that the project does not require a variance for number of stories, or for any other reason.

Impairment of Views

- The Shelterwerk letter addresses the south-facing window at 36 Anson, but neglects to mention the unobstructed views of the San Francisco Bay and Golden Gate Bridge from 36 Anson, which would not be impacted by the proposed addition. The west-facing view pictured below is taken from the roof of 40 Anson Way, which approximates the height of the west-facing windows of 36 Anson Way. When taken in this context, the impact to the south-facing window will not "substantially impair" the value and enjoyment of 36 Anson. CCC Code 84-74.204(a).

- Even if the south-facing view were significant in the context of the unimpacted west-facing view, blocking it would not impair Ms. McClain's enjoyment of her property for the simple reason that the shade of the south-facing window remains almost permanently down. We investigated this issue by placing a time-lapse camera in our backyard. Reviewing the footage, we were only able to identify one instance in which the shade was raised between the first day we began recording, July 12, 2023, and today's date. It appears that the shade was raised for 10 minutes or fewer that day (September 2, 2023). This is consistent with our experience over the past nearly 10 years– we rarely have seen the shade of the impacted window raised in the entire time we have lived next door. We would be happy to present the time-lapse evidence to KMAC if you find it to be relevant.

Characterization of 40 Anson and Proposed Addition

- Shelterwerk's characterization of our current home is misleading. The basement area, accessed by a separate entrance below the deck, is approximately 370 square feet, with two rooms and a bathroom. Though it has a wetbar and microwave, it is misleading to describe the outer room's amenities as including a "full kitchen."
- Shelterwerk's characterization of the home's amenities post-addition is incorrect. The bedroom that is currently at the northwest corner of the house would become an office nook as it would be too small to be properly characterized as a bedroom and will lack a closet. Accordingly, there would be 4 bedrooms, not 5. It is also misleading to describe the basement's amenities as including a "kitchen" and "living space," bringing those totals to 2 and 3, respectively.
- Post-addition, apart from the separately-accessed basement, our home will be similarly sized to Ms. McClain's home (2,183 square feet for 40 Anson, compared with 1,952 square feet for 36 Anson, per Zillow).

Proposed Alternative Designs

- Building another story on top of the southern part of the house would appear to require a variance for 3 stories.
- Building another story on top of the southern part of the house would block the Western facing view of our neighbors to the East.
- It is unclear where staircases could be placed to the proposed alternative upper or lower levels, other than in the middle of our current kitchen, living room, or hallway to the bedrooms.
- Building either staircase would substantially reduce the square-footage of our main level.
- The proposal to solely build out the basement and current crawlspace for our addition would deprive us of the ability to capitalize on the western facing views of the Bay for which Kensington is known.

- Both proposed alternatives would require us to move out of our home for the entire renovation, causing major disruptions and additional cost to our family of four with two young children. The proposed addition would allow us complete most of the construction without having to move out of our home.

We look forward to sharing more next week about the proposed project and the changes we made prior to submitting the plans to reduce the impact on our neighbor at 36 Anson.

Sincerely,

Elena Saxonhouse
Tulley Rafferty
40 Anson Way
Kensington, CA 94707

cc: Adrian Veliz, Senior Planner

ATTACHMENT 3 - West-facing view from 40 Anson roof (similar to unimpacted west-facing view from 36 Anson)

Attachment 4

CDDP23-03024 CPC Staff Report with Exhibits

Department of Conservation and Development

County Planning Commission

Wednesday, March 27, 2024 – 1:30 P.M.

STAFF REPORT **Agenda Item #____**

Project Title:	40 Anson Way Kensington Design Review Development Plan
County File:	CDDP23-03024
Appellant:	Shona Armstrong
Applicant/Owner:	Cari Rosner Jelen (Applicant) / Elena Saxonhouse (Owner)
Zoning/General Plan:	R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, -K Kensington Combining District / SH Single-Family Residential-High Density
Site Address/Location:	40 Anson Way in the Kensington area of unincorporated Contra Costa County (APN: 572-233-012)
California Environmental Quality Act (CEQA) Status:	Categorical Exemption, CEQA Guidelines Section 15301(e)(2)
Project Planner:	Adrian Veliz, Senior Planner, (925) 655-2879 adrian.veliz@dcd.cccounty.us
Staff Recommendation:	Deny the Appeal and Uphold the Zoning Administrator's Decision (See Section II for full recommendation)

I. PROJECT SUMMARY

This is an appeal of the Zoning Administrator's decision to approve a Kensington Design Review Development Plan to allow a 993 square-foot two-story addition to the northern side of an existing single-family residence.

II. RECOMMENDATION

Department of Conservation and Development, Community Development Division (CDD) staff recommends that the County Planning Commission:

A. DENY the appeal.

B. FIND that the project is categorically exempt from CEQA under Section 15301(e)(2) of the CEQA Guidelines.

C. UPHOLD the Zoning Administrator's decision to approve County File CDDP23-02034, based on the attached findings and subject to the attached conditions of approval.

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

III. GENERAL INFORMATION

A. General Plan: SH Single-Family Residential – High Density.

B. Zoning: R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, -K Kensington Combining District.

C. California Environmental Quality Act (CEQA): CEQA Guidelines Section 15301(e)(2) Existing Structures, Class I exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan.

IV. BACKGROUND

A. CDKR23-00010 Kensington Design Review Application: On May 11, 2023, the applicant submitted the CDKR23-00010 Kensington Design Review application for a two-story residential addition. A Notice of Intent to Render an Administrative Decision was sent to property owners within 300 feet of the subject parcel on June 1, 2023. CDD received a letter requesting a public hearing on June 7, 2023 from the neighboring property owner at 36 Anson Way, located adjacent to and north of the project site. In the letter, the neighboring property

owner requested an opportunity to discuss the compatibility of the proposed addition and its impact on adjacent residences.

B. CDDP23-03024 Kensington Design Review Development Plan: On July 11, 2023, the applicant submitted the application for the CDDP23-03024 Kensington Design Review Development Plan to allow staff to prepare and schedule a hearing before the Zoning Administrator (ZA) on the proposed two-story residential addition.

C. Zoning Administrator Decision on the Kensington Design Review Development Plan: On February 5, 2024, the CDDP23-03024 Development Plan application was heard by the ZA. After considering the testimony provided at the public hearing from five persons, including the applicant, owner, an attorney for the neighboring property owner, an architect for the neighboring property owner, and the neighboring property owner, the ZA found the project to be compliant with the letter and spirt of the Kensington Combining District Ordinance, and with development standards regulating residential construction on the project site, and approved CDDP23-03024, as recommended by staff.

D. Appeal of the Zoning Administrator Decision: An appeal of the Zoning Administrator decision was filed on February 14, 2024, within the 10-day appeal period by Shona Armstrong of Harper & Armstrong, on behalf of the neighboring property owner.

V. SITE/AREA DESCRIPTION

The property at 40 Anson Way is an 8,800 square-foot parcel located on the west side of Anson Way approximately 330 feet north of the intersection of Anson Way and Eureka Avenue. Eureka Avenue slopes downward to the west into the City of El Cerrito. The subject parcel slopes downward from northeast to southwest.

The project neighborhood, including the subject parcel, is comprised of single-family residences. The terrain in this part of Kensington consists of moderate to steeply sloped hillsides. Generally, elevation increases north and east of the site, whereas areas south and west of the site are located downslope. Due to the topography of the area many homes in the neighborhood have distant views to the west of city skylines, the San Francisco Bay, Golden Gate Bridge and/or Bay Bridge.

The subject parcel is rectangular in shape, having a width of 80 feet along Anson Way and a depth of 110 feet. The parcel includes an approximately 1,949 square-foot single-family residence that includes 1,576 square feet on the main floor and 373 square feet on a lower level, which was originally constructed in 1946.

VI. PROJECT DESCRIPTION

The applicant requests approval of a Development Plan to allow a 993 square-foot two-story addition on the northern side of the existing single-family residence behind an existing garage. Currently, the northern side of the existing residence is one-story and approximately 13 feet in height. The two-story addition would expand the residential footprint and increase the northerly height of the home to 24 feet.

VII. APPEAL

An appeal letter from Shona Armstrong on behalf of Kris McClain, the neighboring property owner at 36 Anson Way, was received on February 14, 2024. The appeal letter includes several exhibits including a letter dated September 18, 2023, from Heather Sanders-Jacob of Shelterwerk Architecture and Design, which is included in Exhibit 4, Staff Report for the February 5, 2024 Zoning Administrator Meeting (ZA Staff Report), as Attachment 6. The appeal is based on several appeal points, each of which is summarized below and followed by a staff response.

A. *Summary of Appeal Point #1: The proposed construction violates General Plan Policies for the Kensington Area by failing to reasonably protect Ms. McClain's residence with regard to views, design compatibility (including building bulk, size, and height), privacy, and access to sunlight.*

   Staff Response: The project is consistent with General Plan Policies for the Kensington area, each of which is discussed specifically in Section VIII.A, *Staff Analysis – General Plan Consistency*. The appellant asserts that the project has view impacts, unnecessary building bulk, and impairs access to sunlight, in violation of these policies. The County adopted Chapter 84-74 of the County Ordinance Code, the Kensington Combining District Ordinance (Kensington Ordinance), with the expressed purpose to "provide specific regulation to fairly and efficiently implement the Contra Costa County General Plan policies for the Kensington area[1]". In the following discussion staff evaluates the various respects

[1] Kensington Ordinance Section 84-74.204(a)

that the appellant contends the project conflicts with the provisions of the Kensington Ordinance.

1. Views: The appellant refers to photographs showing that the proposed addition, represented by story poles previously installed by the applicant, would block views of the City of Emeryville skyline from a southern-facing dining room window within 36 Anson Way. The ZA Staff Report in Exhibit 4 included the below photograph taken from this window by staff on October 20, 2023, and a discussion of the impact on views from this southern facing window. As noted in the ZA Staff Report, existing views from this window predominantly consist of neighboring residences and neighborhood trees that do not constitute a "view[2]" as defined by the Kensington Ordinance.

During the public hearing held February 5, 2024, the owner of 36 Anson Way stressed to the ZA that her southerly views of Emeryville are typically of higher quality, and that the weather conditions on the date of CDD staff's visit

[2] Kensington Ordinance Section 84-74.404(r)

adversely affected visibility. The ZA acknowledged that the project would obstruct views of Emeryville when viewed from the appellant's dining room window and specified that this alone would not necessarily conflict with the Kensington Ordinance unless it was determined to be a *substantial* impact to the neighbor's views.

The appellant's residence at 36 Anson Way includes several western facing windows which offer unobstructed views across the San Francisco Bay through the Golden Gate. The entire expanse of the Golden Gate Bridge, Angel Island, and Alcatraz Island are prominently visible from multiple vantage points within the appellant's residence, including kitchen, living room, and bedroom areas located on the upper floor. Despite the relatively poor visibility on the date of staff's visit, the aforementioned scenic features were immediately apparent on the western horizon. The photograph below provides additional context as to the quality of the viewing corridor to the west, as photographed by CDD staff from the rear yard at the southwestern corner of the appellant's home on October 20, 2023.

The upper floor of the appellant's home includes four western facing windows and a sliding glass door, through which they presently enjoy westerly views. The proposed addition would have no impact whatsoever on the western facing view corridor depicted above, as viewed from any habitable area within the appellant's home. Additionally, when standing directly in front of the appellant's impacted southern facing window, westerly views towards the bay will remain unobstructed by the addition. The appellant's existing westerly views are both more numerous and of objectively higher quality than that of their southerly views - in terms of scenic landscape, their visibility in less than ideal atmospheric conditions, as well as the lack of existing view obstructions. In approving the project at the public hearing of February 5, 2024, the ZA stated on multiple occasions that a project is not required to demonstrate "no impact" on neighboring properties to comply with the Kensington Ordinance, rather, he specified that some degree of impacts (view, privacy, solar access, or otherwise) are expected to arise from any new construction and that the Kensington Ordinance is designed to prevent *substantial* impacts, as determined by the County Zoning Administrator, and in the case of appeals, by the County Planning Commission and Board of Supervisors. Considering that the proposed addition to 40 Anson Way would only affect a relatively lower quality southerly view from an upstairs south-facing window, and that it does not impact the primary westerly views from several other habitable areas within the neighboring property owner's home, the ZA found that the project would have a marginal impact on views enjoyed from appellants property. Therefore, the project is consistent with view protections codified in the Kensington Ordinance because it does not substantially degrade the quality of existing views, as enjoyed from several vantage points within habitable areas of the appellant's home.

2. Design Compatibility: The appellant contends that the project creates an unnecessarily elevated mass that results in a sense of confinement and visual monotony. The appellant suggests that this can be remedied by redesigning the proposed project such that the second story is relocated to the opposite side of the residence (resulting in a need for a three-story variance), or in a single-story configuration occupying a larger footprint within the rear yard of the project site. Notably, the General Plan policies for the Kensington Area and the Kensington Ordinance only refer to "building bulk" in the context of neighborhood compatibility. The ZA Staff Report notes that the project vicinity consists of a mix of one- and two-story single-family residences. Accordingly, the design of the addition is consistent with the surrounding

neighborhood, which includes two-story residences on immediately adjacent parcels to the north, south, east, and west. The adjacent two-story residences on Anson Way range from 1,578 to 2,881 square feet in habitable living space according to County Assessor's Office data. The project would increase the habitable area of the existing home on the project site from approximately 1,949 square feet to 2,942 square feet, which is compatible with the observed range of homes in the immediate neighborhood. Additionally, the proposed two-story addition would have a height of 24 feet, which is substantially below the 35-foot maximum height for residential development in the R-6 Single-Family Residential District pursuant to Section 84-4.802 of the County Ordinance Code (County Code). The appeal letter does not object to the bulk of the building based on neighborhood compatibility, rather, it expresses the appellant's preference for where the building bulk should be located. Therefore, the appeal point does not demonstrate that the ZA's approval of the project is in conflict with General Plan policies for the Kensington area, or the Kensington Ordinance in terms of neighborhood compatibility.

3. Solar Access: The February 14, 2024 appeal letter reiterates concerns over impacts to solar access that were previously provided to staff in a letter from Heather Sanders-Jacob of Shelterwerk Architecture and Design, dated September 18, 2023, which is Attachment 6 of the ZA Staff Report in Exhibit 4. In response to this specific concern, the ZA clarified that he would consider a solar impact to be substantial if it affected a neighboring property "for much of the day through much of the year". As such, the ZA did not find the concerns raised in the Shelterwerk letter, identifying only one day of the year when the project would prevent morning sunlight from entering a southern facing dining room window to be substantial in nature. An eastern facing window in the dining room will continue to allow morning sunlight into this area of the home, unobstructed by the project, throughout most of the year. The appeal letter reiterates the solar access concerns from the Shelterwerk letter and does not allege solar impacts to living space within appellant's home beyond those already considered by the ZA. The appeal letter does not contest, nor mention, CDD staff's analysis of solar access for the neighboring property, finding solar impacts to be negligible throughout most of the year based on the shadow analysis, which is Attachment 7 of the ZA Staff Report in Exhibit 4.

   CDD staff has further evaluated the project's potential effect on solar access for the adjacent northern neighbor using a second web-based resource

(https://shademap.app) that renders a three-dimensional model of an urban environment and allows for shadow analysis at a specific date/time at a specified location. Using a feature of the application that simulates new building mass, staff has added a wall to the rear of the existing garage at 40 Anson Way to simulate the height of the proposed second-story addition. Although the proposed addition will have a height of 24 feet, the renderings included in attachment 8 are for an addition 31 feet in height, to provide a conservative approximation of the potential shadow impact resulting from the project. The three-dimensional staff shadow analysis is included om Exhibit 5. Exhibit 5 supports staff's earlier finding that the project impact to solar access would be negligible for most of the year, with no shading over the neighboring property owner's dining room window whatsoever between the Vernal and Autumnal Equinoxes (March 21 through September 21). In the case of the Winter Solstice, the model indicates that the shadow cast from a 31-foot building would traverse the southern side of the neighboring home at 36 Anson Way between 9:00am-3:00pm, with potential shading of the upstairs dining room window occurring between the hours of 12:00pm to 3:00pm. Since the model shows that the shadow cast by the addition would be primarily limited to the lower level of the neighboring property owner's home, it is reasonable to infer from Exhibit 5 that the project would not significantly obstruct sunlight from entering the appellant's upstairs dining room window, even on the date of the Winter Solstice. Therefore, the evidence in the record does not support appellant's claim that the project would result in substantial impacts to solar access enjoyed from habitable areas within their home.

With regards to solar impacts to outdoor gardening areas, including an existing greenhouse on appellant's property, the Kensington Ordinance specifies that "'solar access' means a *living area's* direct sunlight unobstructed by buildings or structures[3]". Therefore, the provisions of the ordinance protecting solar access do not apply to these areas of the property.

Based on the foregoing, the appeal point does not demonstrate substantial impacts to solar access that conflict with General Plan policies for the Kensington area or the Kensington Ordinance.

[3] Kensington Ordinance Section 84-74.404(q) – emphasis added.

B. *Summary of Appeal Point #2: The building height violates the clear language of the law.*

Staff Response: The appellant contends that the project should be considered a third-story addition that is at variance with development standards for the R-6 Single-Family Residential District. The appellant correctly notes that a basement within the existing residence on the project site is considered a "story", as defined under Section 82-4.266 of the County Code. The appellant asserts that the project should be considered a third-story addition since it would result in a home with three distinct levels on the project site, whereas Community Development Division (CDD) staff has consistently described the project as a two-story addition. The text of the relevant County Ordinances is provided below:

- Section 84-4.214 (Building Height): *"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 the natural grade.*

- 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.*

CDD staff does not consider the proposal to result in a three-story condition because the top level of the addition is positioned such that a vertical plane cannot intersect all three levels at any point within the home. In response to the assertion that the project constitutes a three-story variance, the ZA confirmed that the project complies with building height regulations. The ZA added that this determination is consistent with the way the CDD has routinely enforced building height regulations within unincorporated Contra Costa County for decades.

Development standards for the R-6 District, including County Code Section 84-4.802 (Building Height – Maximum), do not state that building height is to be measured in any manner other than that defined in Section 82-4.214 of the County Code. Thus, pursuant to County Code Section 82-4.214, the "building height" for the addition is "measured vertically from grade to the top of the structure directly above". Sheet A3.6 of the project plans, included in Exhibit 3,

clearly shows that the basement level is not in the area between grade and the top of the addition. Therefore, the basement is not counted for purposes of measuring "building height" for the proposed addition, based on the plain meaning of the words "from grade to the top of structure directly above".

Based on the above, staff finds no merit in appellants contention that CDD staff enforces building height regulations based on "secret, unwritten rules that work to [appellants] detriment". The CDD consistently enforces building height regulations for all new construction based on the published provisions of the County Code. The appellants discussion of ordinances and interpretations from jurisdictions outside of Contra Costa County are not relevant considerations in CDD staff's interpretation and enforcement of County Code Section 82-4.214, which provide clear direction on how building height is to be measured in unincorporated Contra Costa County.

C. *Summary of Appeal Point #3: The proposed project adversely affects Ms. McClain's property values.*

Staff Response: The comments suggest that project-related impacts to views, solar access, and building bulk will cause the neighboring property owner to suffer unspecified loss of property value. As discussed in response to Appeal Point #1, the project will not result in a substantial obstruction of views or solar access for the northerly neighbor, and the project design is compatible with the neighborhood in terms of size, building bulk, and height. It is without question that the appellant's home will continue to enjoy high quality views that positively contribute to the value of her home. The appellant does not provide any substantiation other than their stated opinion regarding the negative effect the project would have on the value of neighboring properties, if any.

D. *Summary of Appeal Point #4: The proposed project does not meet required standards.*

Staff Response: The project has been evaluated for consistency with development standards for the R-6 District, including minimum setback and side/rear yard requirements, and maximum building height, as specified in Chapter 84-4 of the County Code, and found to be compliant in all respects. Furthermore, the project has been evaluated for consistency with General Plan policies for the Kensington Area (Policies 3-211 through 3-215), as codified in Chapter 84-74 of the County Code (Kensington Ordinance).

Based on CDD staff's review of the applicable ordinances as they pertain to the proposed addition, the project was added to the February 5, 2024, Zoning Administrator agenda with a staff recommendation for approval. The ZA Staff Report included a detailed discussion of the appellant's claims of project-related impacts to views and solar access, which had been previously raised in the September 18, 2023 Shelterwerk letter, which is Attachment 6 of the ZA Staff Report in Exhibit 4. The ZA addressed view and solar access impacts, and appellant's claim that the project is at variance with building height regulations during the February 5, 2024 public hearing and found that the impacts described by the appellant did not amount to substantial impacts conflicting with the Kensington Ordinance, or any other provision of the County Code. The ZA approved the project as recommended by staff based on the findings and conditions of approval in the ZA Staff Report.

The Kensington Ordinance is intended to balance "the rights of property owners to improve the value and enjoyment of their property while minimizing impacts upon surrounding neighbors, and not *substantially* impairing the value and enjoyment of their neighbor's property[4]". While acknowledging that the neighboring property owner would prefer an alternative design that would eliminate the northerly second story element of the proposed project and preserve all existing views/solar access presently enjoyed from her residence, the Kensington Ordinance does not preclude property owners from building in compliance with applicable development standards (including two-story additions) absent substantial impacts on neighboring property owners. The view impacts from the project would affect a southerly view from a single window in the neighboring property owner's home at 36 Anson Way that offers intermittent fleeting views of Emeryville through surrounding residential development and neighborhood trees. The primary viewing corridor, towards which numerous upper-level windows in the neighboring property owner's home are oriented, will maintain unobstructed views over the San Francisco Bay. The appellant's stated concern with solar access impacts are specific to a single day of the year when the project would cast a shadow over the neighboring property during the morning hours immediately after sunrise. In consideration of the above and the detailed discussion of project compliance with applicable General Plan policies and zoning ordinances in response to Appeal Points #1 and #2, CDD staff does not agree that the project would result in significant impacts to the neighboring

[4] Kensington Ordinance Section 84-74.204(a) -Emphasis added.

property owner warranting redesign of the project pursuant to the Kensington Ordinance.

E. *Summary of Appeal Point #5: Specified findings for the planning division are not supported by the evidence.*

Staff Response: See the discussion regarding staff findings of project compliance with required standards in response to Appeal Point #4 above.

F. *Summary of Appeal Point #6: Revised plans do not reflect sensitivity to or consideration of Ms. McClain's interests.*

Staff Response: CDD staff cannot characterize or attest to the nature of outreach made by the property owner to neighboring property owners that occurred prior to the submittal of either the Kensington Design Review application or the subsequent Kensington Design Review Development Plan application. The Kensington Ordinance requires CDD staff to evaluate a project's consistency with its provisions, including those protecting views, solar access, privacy, and neighborhood compatibility. There are no codified provisions within the Kensington Ordinance requiring direct input from neighboring property owners. However, the Development Plan process allows neighboring property owners and their consultants to convey their concerns directly to staff for consideration during the planning process. Many of the concerns of the appellant were provided to staff in the September 18, 2023 Shelterwerk letter, which is included as an attachment to and discussed in the February 5, 2024 ZA Staff Report. The February 14, 2024 appeal letter does not claim any additional impacts beyond those previously evaluated by CDD staff and the ZA. Therefore, notwithstanding the appellant's misgivings regarding communication amongst neighbors, the interests of the neighboring property owner were duly considered by CDD staff prior to recommending that the ZA approve the project.

G. *Summary of Appeal Point #7: 40 Anson Way could be developed in a manner that satisfies the applicant's goals without having such significant impacts on Ms. McClain and her property.*

Staff Response: The appellant's comments assert a preference for a single-story addition as a solution to stated concerns with the project. In addition to recognizing the rights of neighboring property owners to avoid substantial impacts, the Kensington Ordinance also recognizes the rights of the property

owner to improve the value and enjoyment of their property. The proposed project is consistent with development standards for the R-6 District in all respects. Further, the ZA found the project to be consistent with the letter and spirit of the Kensington Ordinance in approving the project on February 5, 2024. The ZA did not consider the concerns raised by the appellant during the hearing, and reiterated in the February 14, 2024 appeal letter to be substantial enough to outweigh the property owner's right to construct a two-story addition in conformance with height requirements for the R-6 District. The mere feasibility of a single-story configuration offering a similar increase in square footage does not preclude two-story development pursuant to the Kensington Ordinance, or any other provision of the County Code.

VIII. STAFF ANALYSIS

A. General Plan Consistency: The subject parcel at 40 Anson Way is located within the SH Single-Family Residential – High Density General Plan Land Use designation. The SH designation is intended to promote the orderly development of single-family residential neighborhoods. The project entails an addition to increase living area within an existing 1,949 square-foot single-family residence by 993 square feet. The proposed addition does not change the established residential use of the site, its residential density, or lot size. Thus, the single-family residential nature of the project does not conflict with the intent and purpose of the SH designation.

The project is also subject to the Policies for the Kensington Area, Policies 3-211 through 3-215 of the General Plan Land Use Element. Collectively, these policies provide for reasonable review of new residential development with protection for existing residences in the Kensington community. New residential projects are evaluated for view impacts, design compatibility, privacy, and solar access. The project's compliance with each of these policies is discussed below.

Additionally, this report includes discussion of the proposed design, including view impacts, design compatibility, parking, privacy, and solar access, as required by General Plan policies for the Kensington area. Therefore, the project is consistent with General Plan Policies 3-211 through 3-215.

Policy 3-211: *Allow for the review of new residential development that provides reasonable protection for existing residences in the Kensington community with regard to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight.*

This project was initially submitted to the CDD as administrative Kensington Design Review application CDKR23-00010. Upon the CDD's receipt of a written request for a public hearing on the CDKR23-00010 application in response to public notifications associated therewith, the applicant submitted the current CDDP23-03024 Development Plan application in order to continue the planning process. The processing of this application, culminating in a decision at a noticed public hearing, provides reasonable protection for neighboring property owners by providing a process including public notification and allowing additional opportunities for concerned neighbors to comment on the project before a decision is made. As discussed in detail within Section VIII.B, *Zoning Compliance*, staff finds the proposed residential addition to be consistent and compatible with the surrounding neighborhood and does not anticipate that the addition would a substantial impact on views, privacy, or solar access for neighboring properties.

Policy 3-212: *Preservation of views of scenic natural features (e.g. Bay, mountains) and the developed environment (e.g., bridges, San Francisco skyline) should be incorporated into the review of development applications.*

Section 84-74.404(r) of the Kensington Ordinance defines "view" as *"a scene from a window in habitable space of a neighboring residence. The term 'view' includes both up-slope and downslope scenes, but is distant or panoramic range in nature, as opposed to short range."* The subject parcel and neighboring parcels are situated on a western facing slope that descends steeply to the west towards the City of El Cerrito. The topography of the area is such that it allows many homes on the hillside to enjoy distant westerly views of city skylines, the San Francisco Bay, Golden Gate Bridge and/or Bay Bridge. On October 6, 2023, at the request of the Kensington MAC, the applicant installed story poles on the subject parcel in order to simulate the height and building mass of the proposed addition. On October 20, 2023, staff was permitted to view the story poles from two neighboring residences at 36 Anson Way (adjacent to and north of the subject parcel) and 39 Anson Way (across the street to the east of the subject parcel) in order to assess potential view impacts. Aesthetically, the proposed addition would have the greatest impact on a southern facing window on the second story of the residence at 36 Anson Way. Existing views from this southern

facing window predominantly consist of neighboring residences and neighborhood trees. Since these existing views are not distant or panoramic in nature, they do not constitute a "view" as defined by the Kensington Ordinance. Based on the October 20, 2023, site visit, the proposed addition does not substantially degrade an existing "view" – as defined by the aforementioned County Ordinance – from within any neighboring residence. Therefore, the project preserves views in a manner consistent with Policy 3-212. Staff photographs depicting the story poles from neighboring residences are included in Exhibit 4, ZA Staff Report, as Attachment 5.

Policy 3-213: *Review proposed residential development for design compatibility with nearby development (e.g. building mass, height, mechanical devices) and provisions for adequate parking.*

The project neighborhood consists of a mix of one- and two-story single-family residences. Considering that two-story residences presently exist on immediately adjacent parcels to the north, south, east, and west, the building mass of the proposed two-story addition is consistent and compatible with the design of existing residential development in the vicinity. Additionally, the proposed addition would have a height of 24 feet, which is substantially less than the 35-foot maximum for residential development in the R-6 Single-Family Residential District pursuant to Section 84-4.802 of the County Code. Further, the existing two-car garage on the subject parcel meets the off-street parking requirement for the R-6 District pursuant to Section 84-4.1202 of the County Code. Therefore, based on the foregoing discussion, the project is considered compatible with existing development in the vicinity in terms of design, height, and the provision of adequate parking.

Policy 3-214: *New residential development will be reviewed against realistic impacts of privacy and sunlight on surrounding neighbors.*

Staff has evaluated the project to determine whether realistic impacts of privacy and sunlight would expectedly arise from the addition. This addition is not expected to affect the privacy or solar access on neighboring parcels to any significant degree, as previously discussed in detail in response to Appeal Point #1, and below in Section VIII.B.3 of the Zoning Compliance discussion below.

Policy 3-215: *Consideration will be given to review of non-residential development in the Kensington community with Policies 3-211 through 3-213 herein.*

The proposed project is a residential addition to an existing single-family residence. Thus, this policy does not apply.

B. Zoning Compliance: The subject parcel is located in the R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, and -K Kensington Combining District. The proposed project does not involve removal or addition of any tree, and therefore, the regulations of the Tree Obstruction of Views Combining District do not apply to this application.

The intent and purpose of the R-6 District is to facilitate orderly development and maintenance of high-density, single-family residential neighborhoods. The proposed residential addition conforms to all R-6 development standards (e.g. front setback, side and rear yards, building height, off- street parking). Therefore, the proposed addition to an existing single-family residence meets the intent and purpose of the R-6 District.

The Kensington Combining District includes seven criteria for approval of the Development Plan. As detailed below, the project satisfies all seven criteria.

1. *Recognizing the rights of property owners to improve the value and enjoyment of their property.*

   Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within

the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale, and design.*

   Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. *Minimizing impacts upon surrounding neighbors*.

   Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section 84-74.204(b) of the Kensington Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

   - Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or southern facing windows, the project would not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

   - Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition

would expand the residential footprint and increase the northerly height of the home to 24 feet.

The proposed addition would be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project would be expected to have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

The proposed addition would be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and would be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

In a letter dated September 18, 2023, included in Exhibit 4, ZA Staff Report, as Attachment 6, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org) that shows the

movement of the sun for a certain date at a certain place, staff has prepared a Shadow Analysis (Exhibit 4, Attachment 7) to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. *Protecting the value and enjoyment of the neighbors' property.*

   Finding: As previously mentioned, the addition would not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition would preserve the value and enjoyment of the neighbors' property.

5. *Maintaining the community's property values*.

   Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve an incompatible land use that would conflict with the surrounding residential community in a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. *Maximizing the use of existing interior space.*

   Finding: The existing single-family residence consists of a main floor at street level having approximately 1,576 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners could not feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

7. *Promoting the general welfare, public health, and safety.*

   Finding: The residential addition does not change the land use on the subject parcel and as described above, would have minimal impact on neighboring properties. The project's compliance with applicable zoning standards and the requirement to obtain building permits will ensure that the addition does not present a hazard to public health and safety for the occupants or community at large. Thus, the project promotes the general welfare, public health, and safety of the Kensington community.

IX. CONCLUSION

Construction of the proposed residential addition is consistent with the SH Single-Family Residential-High Density General Plan Land Use designation and complies with the intent and purpose of the R-6 Single-Family Residential Zoning District and the -K Kensington Combining District. Therefore, staff recommends denying the appeal, and upholding the Zoning Administrator's approval of Kensington Design Review Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to an existing single-family residence, subject to the attached findings and conditions of approval, which are is included as Exhibit 1.

X. EXHIBITS

Exhibit 1: Findings and Conditions of Approval

Exhibit 2: Letter of Appeal received on February 14, 2024

Exhibit 3: Maps and Plans

Exhibit 4: Staff Report for the February 5, 2024 Zoning Administrator Meeting

Exhibit 5: 3D Shadow Analysis

Exhibit 6: PowerPoint Presentation

EXHIBIT 1

FINDINGS AND CONDITIONS OF APPROVAL

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024; CARI ROSNER JELEN (APPLICANT), ELENA SAXONHOUSE (OWNER)

FINDINGS

A. Kensington Combining District Findings

County Code Section 84-74.1206(b) requires a project within the Kensington Combining District to satisfy seven criteria to be approved.

1. *Recognizing the rights of property owners to improve the value and enjoyment of their property.*

   Project Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale, and design.*

   Project Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. *Minimizing impacts upon surrounding neighbors.*

   Project Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section

84-74.204(b) of the Kensington Combining District Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

- Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or southern facing windows, the project will not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

- Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition will expand the residential footprint and increase the northerly height of the home to 24 feet.

  The proposed addition will be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project will have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

  The proposed addition will be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and will be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming

residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

In a letter dated September 18, 2023, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org) that shows the movement of the sun for a certain date at a certain place, staff has prepared a Shadow Analysis to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. *Protecting the value and enjoyment of the neighbors' property.*

   Project Finding: As previously mentioned, the addition will not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition will preserve the value and enjoyment of the neighbors' property.

5. *Maintaining the community's property values.*

   Project Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve a noncompatible land use that conflicts with the surrounding residential community in

a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. *Maximizing the use of existing interior space.*

   Project Finding. The existing single-family residence consists of a main floor at street level having approximately 1,576 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners cannot feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

7. *Promoting the general welfare, public health, and safety.*

   Project Finding. The residential addition does not change the land use on the subject parcel and as described above, will have minimal impact on neighboring properties. The project's compliance with applicable zoning standards and the requirement to obtain building permits will ensure that the addition does not present a hazard to public health and safety for the occupants or community at large. Thus, the project promotes the general welfare, public health, and safety of the Kensington community.

D. Environmental Findings

The 993 square-foot two-story addition to the northern side of an existing single-family residence is categorically exempt under CEQA Guidelines Section 15301(e)(2), which provides a Class 1 exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan.

CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024

Project Approval

1. Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to the northern side of an existing single-family residence is **APPROVED**.

2. The Development Plan approval describe above is based on the application and project plans received by the Department of Conservation and Development, Community Development Division (CDD) on July 11, 2023.

3. Any deviation from the approved plans shall require review and approval by the CDD and may require the filing of a new Kensington Design Review application.

Building Permits

5. No construction is approved with this permit. Any construction at the subject parcel will require issuance of building permits from the Department of Conservation and Development, Building Inspection Division, prior to commencement of work.

Application Costs

6. This application was subject to an initial application deposit of $3,000.00, which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of 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 from the date of approval, the application shall be charged interest at a rate of ten percent (10%). The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

Construction

All construction activity shall comply with the following restrictions, which shall be included in the construction drawings.

7. 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.

8. 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.

9. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

10. 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 shall also be visible to ensure compliance with applicable regulations.

11. 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 date the State and Federal holidays occur, please visit the following websites:

Federal Holidays: Federal Holidays (opm.gov)

California Holidays: State Holidays (sos.ca.gov)

12. Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.

ADVISORY NOTES

PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE AND OTHER LEGAL REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, 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, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a ninety-day (90) period after the project is approved.

The 90-day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by this 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 CDD within 90 days of the approval date of this permit.

B. The applicant shall submit building plans to the Building Inspection Division and comply with Division requirements. It is advisable to check with the Division prior to requesting a building permit or proceeding with the project.

C. The applicant must submit building plans to the Kensington Fire Protection District and comply with its requirements. The applicant is advised that plans submitted for a building permit must receive prior approval and be stamped by the Fire Protection District.

D. The applicant is required to submit plans to the Stege Sanitary District for approval. Plans submitted for a building permit must receive prior approval and be stamped by the Sanitary District.

E. The applicant is responsible for contacting the Health Services Department Environmental Health Division regarding its requirements and permits.

F. The applicant is required to comply with the requirements of the East Bay Municipal Utility District.

G. The applicant is responsible for contacting the Contra Costa Mosquito and Vector Control District regarding its requirements and permits.

EXHIBIT 2

LETTER OF APPEAL RECEIVED ON FEBRUARY 14, 2024

RECEIVED on 02/14/2024 CDDP23-03024
By Contra Costa County
Department of Conservation and Development

HARPER & ARMSTRONG, LLP

1634 Telegraph Ave., #3, Oakland, CA 94612
Phone: (510) 420-8455 • Fax: (510) 858-5953 • shona.armstrong@harperarmstrong.com

By E-MAIL

February 14, 2024

Adrian Veliz
Senior Planner
Department of Conservation and Development
Contra Costa County
30 Muir Road
Martinez, CA 94553
1-925-655-2879
Adrian.veliz@dcd.cccounty.us

Re: 40 Anson Way (CDDP23-03024)

Dear Mr. Veliz:

I represent Kris McClain, the owner of 36 Anson Way, which is directly next door to 40 Anson Way. I write on Ms. McClain's behalf to appeal from the recent Zoning Administrator decision to approve a Kensington Design Review Development Plan, which proposes a 993 square-foot "two-story" addition to the northern side of an existing single-family residence at 40 Anson Way (CDDP23-03024) despite Ms. McClain's protests.

As Ms. McClain has made clear at each level of hearing, pursuant to Contra Costa County Code section 26-2.2406(c):

(1) The proposed project does not comply with the general plan and adversely affects her property rights.
(2) The proposed project does not meet required standards.
(3) Specified findings for the planning division are not supported by the evidence.

The negative impacts created by the proposed project warranted two meetings of the KMAC, which culminated in a split decision. In the face of clear law prohibiting the approval of this three-story project and in the face of clear general plan violations that harm the property value of one of Kensington's few Black homeowners at the expense of her neighbors, the Zoning Administrator erred by approving the application based on arbitrary, biased, uncodified grounds.

I. The Design Review Approval Violates the General Plan and Disregards the loss of value to Ms. McClain's Home.

A. The proposed project violates the General Plan.

The "General Plan Policies for the Kensington Area" appear at pages 3-98 to 3-100 of the General Plan:

Policy #3-211

> Allow for the review of new residential development that provides ***reasonable protection for existing residences in the Kensington community with regard to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight***.

Policy #3-212.

> ***Preservation of views*** of scenic natural features (e.g., Bay, mountains) and the developed environment (e.g., bridges, San Francisco skyline) should be incorporated into the review of development applications.

Policy #3-213.

> ***Review proposed residential development for design compatibility with nearby development*** (e.g., building mass, height, mechanical devices) and provisions for adequate parking.

3-214.

> New residential development will be reviewed against ***realistic impacts of privacy and sunlight*** on surrounding neighbors.

1. The proposed project specifically fails to reasonably protect Ms. McClain's residence with regard to views, building bulk, size, height, privacy, and access to sunlight.

a. Views

The photos Ms. McClain has provided at **Exhibit A and Exhibit B** show the story poles blocking the view from the south-facing window of her dining room out over the Emeryville skyline. The General Plan specifically requires protection and preservation of views of the developed environment. Policy 3-212 provides *examples* of the bridges and the San Francisco skyline, but these are examples; they do not constitute an exclusive list of the views that merit conservation. The County Zoning Administrator explicitly and completely discounted Ms. McClain's views of the Emeryville skyline, stating they simply do not count. The unnecessary

denigration of Emeryville is puzzling and betrays a condescending disregard for the views that Ms. McClain enjoys from her living space.

b. Design compatibility/building mass unnecessarily impairs Kris McClain's property.

As Heather Sanders-Jacob has already explained in her letter dated September 18, 2024, which is attached hereto as **Exhibit C** and incorporated herein, the proposed project creates an unnecessarily elevated mass that allows the owners of 40 Anson Way to expand *at the explicit and significant expense of Ms. McClain*. Both owners could achieve their aims were 40 Anson Way to build and expand downward along the hillside to create the additional square footage they desire or even were they to move the expansion to the other side of their house.

The owners at 40 Anson Way have never, however, sought input from or discussion about the impacts on Kris McClain. When they first approached Ms. McClain, they requested her before-the-fact approval of a project for which they had no drawings. They denied her permission to come into their home to discuss the options and impacts. The next time they approached Ms. McClain they presented her with a fait accompli.

The planning department makes much of the fact that the owners revised their plans to change the position of a balcony, but that change was motivated by the owners' own concerns. It was not a response to or an accommodation for the benefit of Ms. McClain, as they had never shown Ms. McClain the first round of drawings.

Even as modified, the proposed obstruction damages Ms. McClain's views and has tangible consequences for the value of her property. The diminished view significantly detracts from the appeal of the home to potential buyers or renters, thereby directly affecting its market value.

Furthermore, the presence of a blank wall resulting from the proposed project creates a sense of confinement and visual monotony, diminishing the overall livability and enjoyment of the property. This issue extends beyond mere inconvenience; it constitutes a tangible loss of value and an infringement upon Ms. McClain's rights as a homeowner to enjoy the full benefits of her property.

c. The building height violates the clear language of the law.

i. The language of the law provides an unambiguous definition of "story."

As previously explained, the proposed building exceeds the number of permissible stories. The proposal is within the SH zone of Kensington (Single Family Residential – High) Contra Costa County Code limits buildings to two stories in Kensingon. Section 82-4.266 of the code defines a story as follows:

> "Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of he topmost floor and the ceiling or roof above. <u>If the finished floor level directly above a basement or cellar is more than six feet above grade at any point, such basement or cellar shall be considered a story.</u>

Per 84-4.802 of the County Code, building height maximums are set by the following criteria:

> No single-family dwelling or other structure permitted in the R-6 [single family residential] district shall exceed two and one-half stories or thirty-five feet in height.

All single-family residential districts within Contra Costa County have the same building height restrictions. See Contra Costa County Code sections 84-6.802, 84-8.802, 84-10.802, 84-12.802, 84-14.802, 84-16.802, 84-18.802, 84-20.802.

Because the basement story at 40 Anson Way is a habitable space that includes an existing bedroom, bathroom, and office with full kitchen, the additional proposed level ***<u>pursuant to the clear language of the Contra Costa County Code</u>*** constitutes an impermissible third level. The diagram <u>below</u> is what was submitted to the Planning Department. This lower level was not omitted from the architect's drawing, and it should have compelled the planners to reject the proposal or require a variance application.

ii. Long pattern and practice and an ongoing informal agreement to disregard the law cannot change the meaning of the words written in the code.

The staff asserts repeatedly in written recommendations that the proposed project is a two-story building. The applicant asserts that the staff assured them the project would be processed

as a two-story building. The Zoning Administrator likewise asserts that the planning department has the leeway to interpret its code however it likes, and that the planning department always considers a project like this to be a two-story project, because the separate stories are not stacked atop one another. This interpretation appears groundless.

The Zoning Administrator made comments arrogating to the planning department the power to enforce rules either beyond or in contradiction to the language of the law. These comments misconstrue and inflate the powers of the Planning and Conservation Department. The Department and its staff are to execute the laws, not to legislate by fiat. The code is clear. Where neither the language nor the statutory history of an ordinance is ambiguous, "there is no need to defer to [agency] interpretation." *Riddick v. City of Malibu,* ___ Cal. App. ___, ____ (Feb 1, 2024) 2024 WL376305 (citing *Advanced Real Estate Services, Inc. v. Superior Court*, 196 Cal. App. 4th 338, 350 (2011); *Department of Industrial Relations v. Occupational Safety & Health Appeals Board*, 26 Cal. App. 5th 93, 106 (2018)).

> Here, there is no
>
> ***ambiguity*** concerning the meaning of the text, it is not composed of " 'technical, obscure, complex, open-ended' " language " 'entwined with issues of fact, policy, and discretion' " that would require resort to [the agency's] ***specialized expertise***. (*Yamaha, supra*, 19 Cal. 4th at p. 12, 78 Cal.Rptr.2d 1, 960 P.2d 1031.) [***The agency] therefore "enjoy[s] no comparative advantage over a generalist court in interpreting the legal text at issue.***" (*California Veterinary Medical Association v. City of West Hollywood,* (2007) 152 Cal. App. 4th 536, 556, 61 Cal.Rptr.3d 318.)

Riddick v. City of Malibu (Cal. Ct. App., Feb. 1, 2024, No. B323731) 2024 WL 376305, at *5 (emphasis added).

Other jurisdictions that legitimately apply the standard the Contra Costa County Planning Department applied here do so based on a Code or other publicly available guidance. For instance, in some jurisdictions, in which following the hillside's natural contour allows the approving agency to deem a story not a story when not stacked one atop the other, the examples and diagrams within the ordinances or regulations depict possible scenarios in detail and explain the exceptions to the rules. Attached hereto as **Exhibits D and E** are guidance documents from Berkeley and Los Angeles, which show that it is very easy to publish transparent detailed guidance that does not leave architects and homeowners to guess about when and why an approving agency might simply (and in violation of the law) disregard its own published ordinances.

Citizens rely on transparent, publicly available laws and regulations for setting their expectations about property purchases and making other important decisions. Publicly available, consistently enforced laws ensure that citizens cannot be ambushed by secret, unwritten rules that work to their detriment. Kris McClain bought her house secure in the fact that her views were protected, and she was entitled to set her expectations based on the clear language of the

law. If there is a law or regulation in Contra Costa County that provides an exception, no staff member or official has pointed it out.

Pursuant to the language of the code there can be no argument. This project comprises three stories. Decades of disregarding the clear language of the code in practice does not change the language of the code. If the County truly wishes to count stories only when they are stacked atop each other, then the County must re-write its code to actually say that.

d. Access to Sunlight

The initial solar access study at the winter solstice depicts the time of the year during which Ms. McClain is most highly impacted (and the time of year when sunlight is most valued). The impacts on Ms. McClain are significant.

From her upstairs living spaces, Ms. McClain will now be spending more time in the shadow of a blank wall rather than looking out over the skyline. The photos she has taken and attached as **Exhibit A and B**, particularly the photo taken in the evening when the sun is low (Exhibit B), along with the photos of the story poles, show the significant negative change she will experience due to loss of light. Evening light will be curtailed in Ms. McClain's dining room. On February 4, 2024, there was a power outage from 11:00 AM- 7:30 PM. The sun started to go down around 4:30-5PM. Ms. McClain was able to continue working up until the sun was gone. She had a deadline and was able to able to make it without losing a day due to loss in power. If 40 Anson was built up as proposed, much of the light she used for the last hours of the day would have been blocked because of the large shadow the third story would have created.

A corrected shadow study attached as **Exhibit F** is relabeled to depict more clearly that it is not only Ms. McClain's downstairs windows that are affected, but also her upstairs dining room windows that will suffer significant loss of light. The Zoning Administrator discounted the shadow study because he erroneously presumed it *only* affected the downstairs windows in Ms. McClain's garage (where, to be clear, she still uses and enjoys the light by growing many plants).

The proposed addition will therefore impair Ms. McClain's ability to nurture the collection of indoor plants she keeps in her dining room. In her own words:

> I got into plants in 2021. I have researched plants, their light, water, and placement needs. Each plant that I have is in its ideal spot, which was determined by their specific light requirements. The ones who require the most light, i.e, succulents and cactus plants, are under grow lights. The others depend on the morning sun which isn't as harsh as the afternoon sun. They all rely on light to grow. I have a fiddle leaf fig that was in a 6 inch pot. She is now in a 20 inch pot. If you know anything about the fiddle leaf plant, you'll know that this is a big deal. We all rely on the light coming from the dining room window.

The Zoning Administrator Planner specifically stated the lower-level windows and accessory structures like the greenhouse aren't protected items where solar access is concerned, but the new addition will also impair Ms. McClain's ability to garden the space on the southern side of her house. She takes much joy and finds peace in her landscaping and gardening, and she is concerned about the limitations that the lack of sunlight will impose on her choice of plantings. She chose the spot for her greenhouse based on the rise and fall of the sun. It faces north and south to maximize the sunlight. She also uses her lower deck to read and barbeque. All of these activities will be impaired by the proposed addition's negative impact on her sunlight.

B. <u>The proposed project adversely affects Ms. McClain's property values.</u>

When members of the Kensington Municipal Advisory Council visited Ms. McClain's property, they were impressed with her view and one member joked that his colleague could have such a view if her were willing to pay the price. It is common knowledge that the views create significant value. Ms. McClain's view will be impaired, and her property value will suffer concomitant damage.

In addition to loss of a portion of her view, Ms. McClain's reduced access to sunlight and her new close proximity to a bulky new three-story building will affect her property value.

II. The proposed project does not meet required standards.

As explained above, the Contra Costa County Code is clear, and the proposed project violates that code with respect to building height, and with respect to considering access to sunlight, preservation of views of skylines, and design compatibility. See **Exhibit C** (Letter from Shelterwerk re McClain Appeals 2023-09-18.)

III. Specified findings for the planning division are not supported by the evidence.

As explained above, the County's findings are not supported by the evidence, because the approval does NOT: (1) minimize impacts upon surrounding neighbors; (2) protect the value and enjoyment of the neighbors' property; (3) maintain neighbors' property values; or (4) promote the general welfare, public health, and safety, inasmuch as approving a project that violates the law as written leads to public confusion, abuse, and arbitrary decision making.

IV. Revised plans do not reflect sensitivity to or consideration of Ms. McClain's interests.

The project applicant provided an initial design and then a revised design to the planning staff. The first proposed design had even more extreme impacts on Ms. McClain. The project applicant has misleadingly packaged this redesign as an accommodation to Ms. McClain. In reality, the project applicants redesigned their project without consultation with or input from Ms. McClain.

V. 40 Anson Way could be developed in a manner that satisfies the applicants' goals without having such significant impacts on Ms. McClain and her property.

The owners of 40 Anson could remedy this problem by locating the addition on the southern side of their property or by considering a horizontal addition that would keep the entire home on a single level.

Ms. McClain has been fighting for agency throughout this disempowering design review process. When neighbors can communicate and work together, the project can be improved and the neighborly relationship preserved without negatively impacting the end product. There is still a chance for this to happen here.

VI. Conclusion

The Kensington-specific section of the Contra Costa County Code provides that the purpose of the local ordinances is as follows:

84-74.204 - Purpose and intent.

(a) The purpose of this chapter is to provide specific regulation to fairly and efficiently implement the Contra Costa County general plan policies for the Kensington Area so that future development recognizes the rights of property owners to improve the value and enjoyment of their property while minimizing impacts upon surrounding neighbors and not substantially impairing the value and enjoyment of their neighbors' property; maintains the community's property values; and promotes the general welfare, public health and safety.

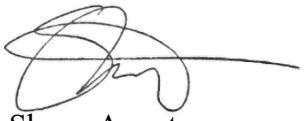
(b) It is a further purpose of this chapter to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility with the neighborhood with regard to bulk and scale

(c) Features of a development that could influence these values include but are not limited to siting, size, bulk, building envelope, height, setbacks, relative scale, off-street parking spaces, window placement, artificial lighting and location of mechanical devices such as motors, fans and vents.

Part (a) recognizes the right of homeowners to develop their properties, while minimizing any impacts on their neighbors' property value, and while protecting the ability of their neighbors to enjoy their land. Parts (b) and (c) provide criteria for evaluating the impacts of development on neighboring properties. The proposed development at 40 Anson Way fails to minimize impacts as required by the code, violates the General Plan, and unnecessarily robs Ms. McClain of her cherished property values.

We invite you to arrange a visit to my client's property to view the impact the project will have. I can be reached at shona.armstrong@harperarmstrong.com and 510-508-5017.

Regards,



Shona Armstrong

EXHIBITS

Exhibit A:	Photos from Ms. McClain's dining area, deck, and garage, showing story pole impact on views from her dining room and deck during October 18-29, 2023
Exhibit B:	Photo from Ms. McClain's dining room window Feb 6, 2024, at 6:56 pm
Exhibit C:	LTR from Shelterwerk re 40 Anson Way 2023-09-18
Exhibit D:	Excerpts from Los Angeles Basin Hillside Ordinance
Exhibit E:	Berkeley Municipal Code section 23.106.060
Exhibit F:	Corrected shadow study pointing out affected upper windows

EXHIBIT A

(Photos from Ms. McClain's dining area, deck, and garage, showing story pole impact on views from her dining room and deck during October 18-29, 2023)

EXHIBIT B

(Photo from dining room February 6, 2024 at 6:56 pm)

EXHIBIT C

(Letter from Shelterwerk)

SHELTERWERK
ARCHITECTURE & DESIGN

September 18, 2023

Kris McClain
36 Anson Way
Kensington, CA 94707

Re: McClain Appeals

Dear Kris,

We have researched the proposed addition at 40 Anson Way, Kensington, CA, and made determinations about its impacts in consideration of Chapter 84-74 of the Contra Costa County Code, which lays the guidelines for building in Kensington, as well as 84-4 of the Contra Costa County Code, which lays out additional guidelines for residential building not necessarily covered within the Kensington section of the code.

To lay the foundation of our research on the impacts proposed construction at 40 Anson Way, we look at the purposes of the Kensington specific section of the Contra Costa County Code:

> 84-74.204 - Purpose and intent.
>
> (a) The purpose of this chapter is to provide specific regulation to fairly and efficiently implement the Contra Costa County general plan policies for the Kensington Area so that future development recognizes the rights of property owners to improve the value and enjoyment of their property while minimizing impacts upon surrounding neighbors and not substantially impairing the value and enjoyment of their neighbors' property; maintains the community's property values; and promotes the general welfare, public health and safety.
>
> (b) It is a further purpose of this chapter to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility with the neighborhood with regard to bulk and scale
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> (c) Features of a development that could influence these values include but are not limited to siting, size, bulk, building envelope, height, setbacks, relative scale, off-street parking spaces, window placement, artificial lighting and location of mechanical devices such as motors, fans and vents.

Part (a) recognizes the right of homeowners to develop their properties, while minimizing any impacts on their neighbors' property value, and while protecting the ability of their neighbors to enjoy their land. Parts (b) and (c) provide criteria for evaluating the impacts of development on neighboring properties. The proposed development at 40 Anson Way fails to minimize impacts as required by the code.

The Building Exceeds the Number of Permissible Stories:

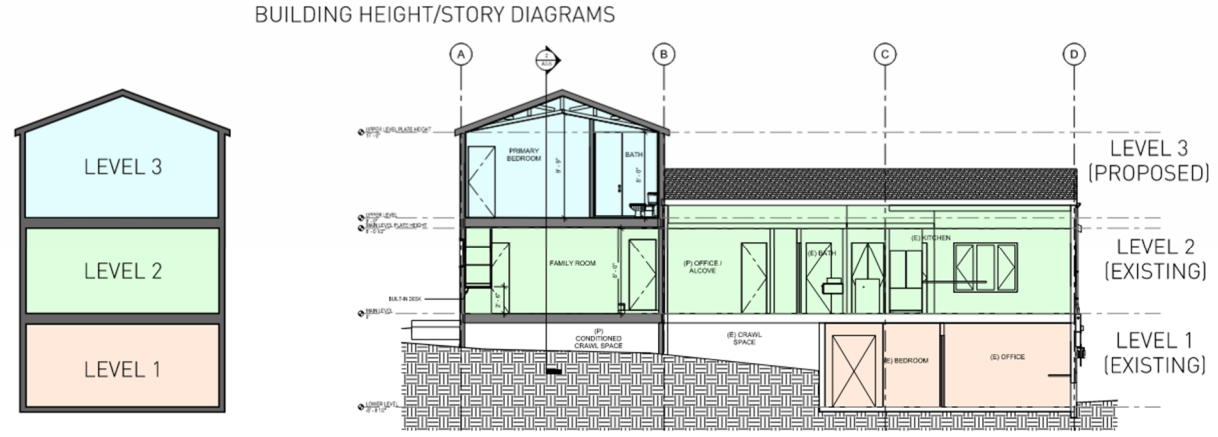
Contra Costa County Code limits buildings to two stories in Kensington. Section 82-4.266 of the code defines a story as follows:

> "Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or cellar is more than six feet above grade at any point, such basement or cellar shall be considered a story.

Per 84-4.802 of the municipal code, building height maximums are set by the following criteria:

> 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.

Due to the existing habitable basement at 40 Anson Way - which includes an existing a bedroom, bathroom, and "office" with full kitchen –the additional proposed level constitutes an impermissible third level. The diagram on the right is what was submitted to the Planning Department. This lower level wasn't omitted from the architect's drawings, and it didn't receive a comment, so maybe it slipped through the cracks, but it should compel the planners to reject the proposal or require a variance application.



(a) standard story stacking

(b) proposed story stacking at 40 Anson Way

The Proposed Building Unreasonably Impairs Views:

The proposed addition adds a large mass adjacent to the dining room window at 36 Anson Way. Panoramic views of the surrounding landscape are negatively impacted. The proposal submitted to the Planning Department provides an image noting views that will be impacted, but the vantage point from which the image was taken is a misrepresentation of reality. It appears to be zoomed in and possibly at a lower vantage point than what one would experience standing in front of the window. The following photo, looking from the backmost windows of 36 Anson Way show more

accurately the significant negative impact on views caused by the proposed addition at 40 Anson Way.

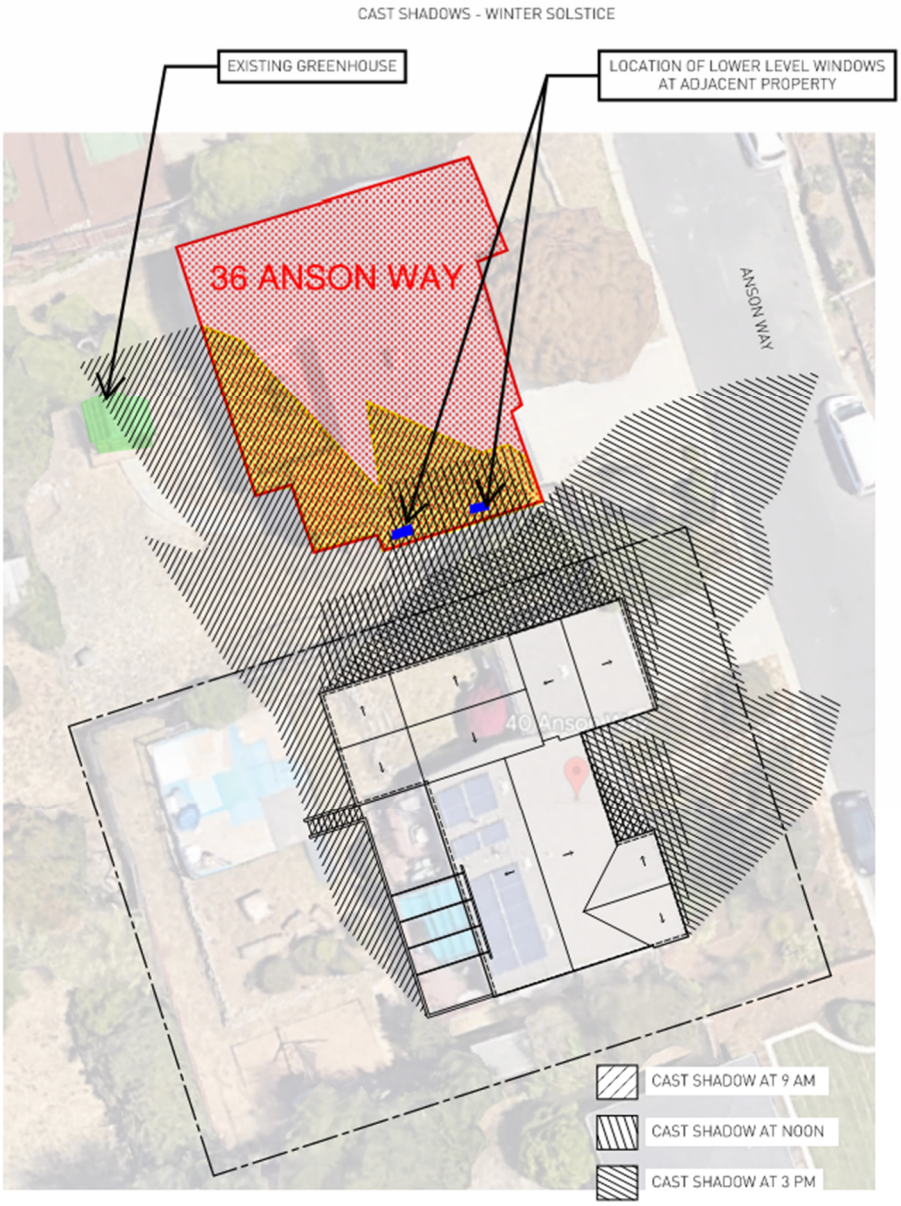
AREA OF IMPACTED VIEWS
(Image taken from window at 36 Anson Way)

IMAGE OF AREA OF IMPACTED VIEWS SUBMITTED
TO PLANNING DEPARTMENT
(Development Plan Drawing Set dated 07/10/23)

APPROXIMATE NEIGHBOR VIEW TO SOUTHWEST (IMPACTED)

The Proposed Building Unreasonably Impairs Access to Daylight:

The addition at 40 Anson Way will cast shadows towards and past its northern property line and onto the lot of 36 Anson Way due to its proximity to a shared property line. A study of cast shadows during the Winter Solstice shows that the lower level South-facing windows at 36 Anson Way will be shaded out from 9 am through noon, greatly diminishing solar access during the period of the year where access to the sun is at its greatest premium. Additionally, shadows will be cast through a large part of the rear yard, including over an existing greenhouse and the garden area leading up to it. The excessive height of the proposed building is unnecessary, impermissible, and creates significant problems for the residents of 36 Anson Way that the county should be taking into consideration.



Large Size of the Home/Location of Addition/Utilization of Existing:

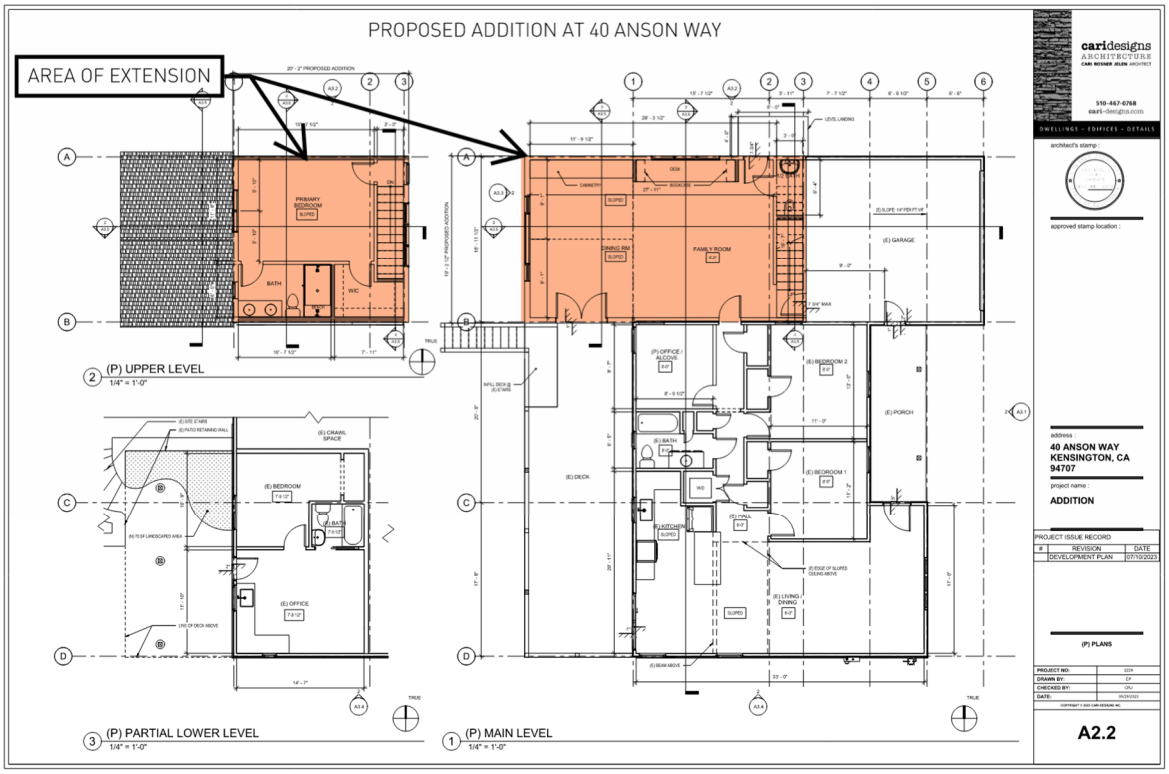
The proposed addition at 40 Anson Way creates a home with the following amenities:

- 5 bedrooms
- 2 kitchens
- 3 living spaces
- 3.5 baths
- 1 parking space

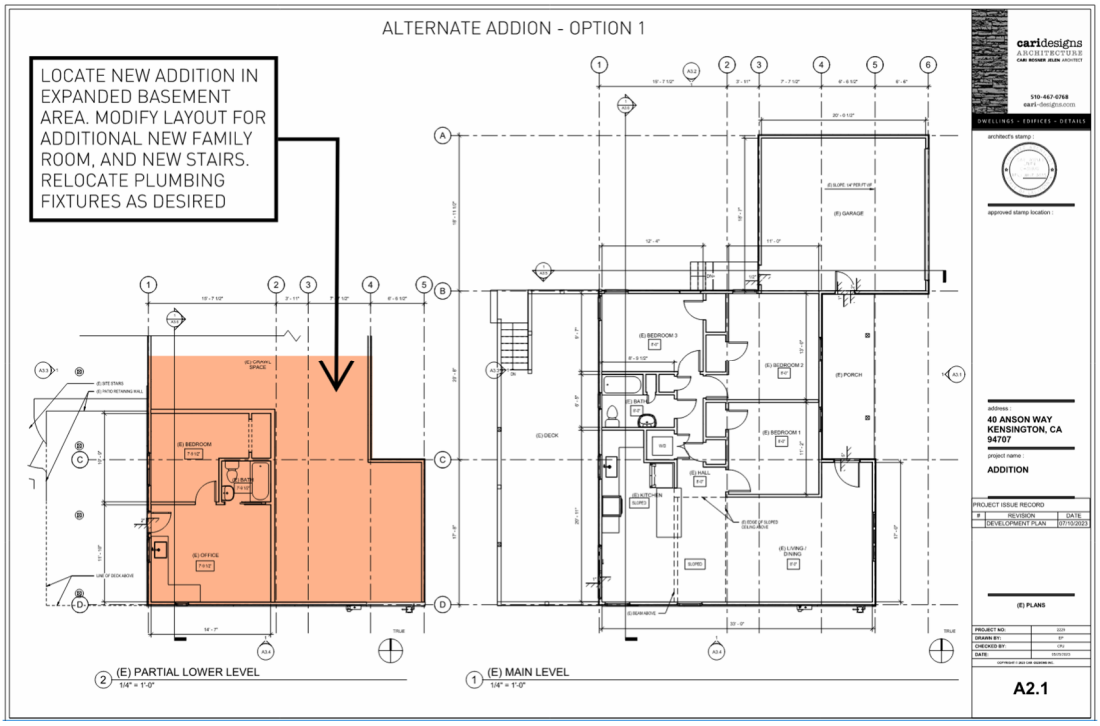
The existing habitable lower level currently has a full bathroom, kitchen, a bedroom, and space that can be used for living. By connecting the main house to the basement, many of the same rooms in the proposed design can be accessed from the main level without the need for extensive new construction.

Alternatively, if the owners of 40 Anson Way are intent on building a third level, then moving the extension to the opposite side of the house would eliminate any shadowing and view impacts on 36 Anson Way, while having a much more limited impact on the neighbors at 44 Anson Way.

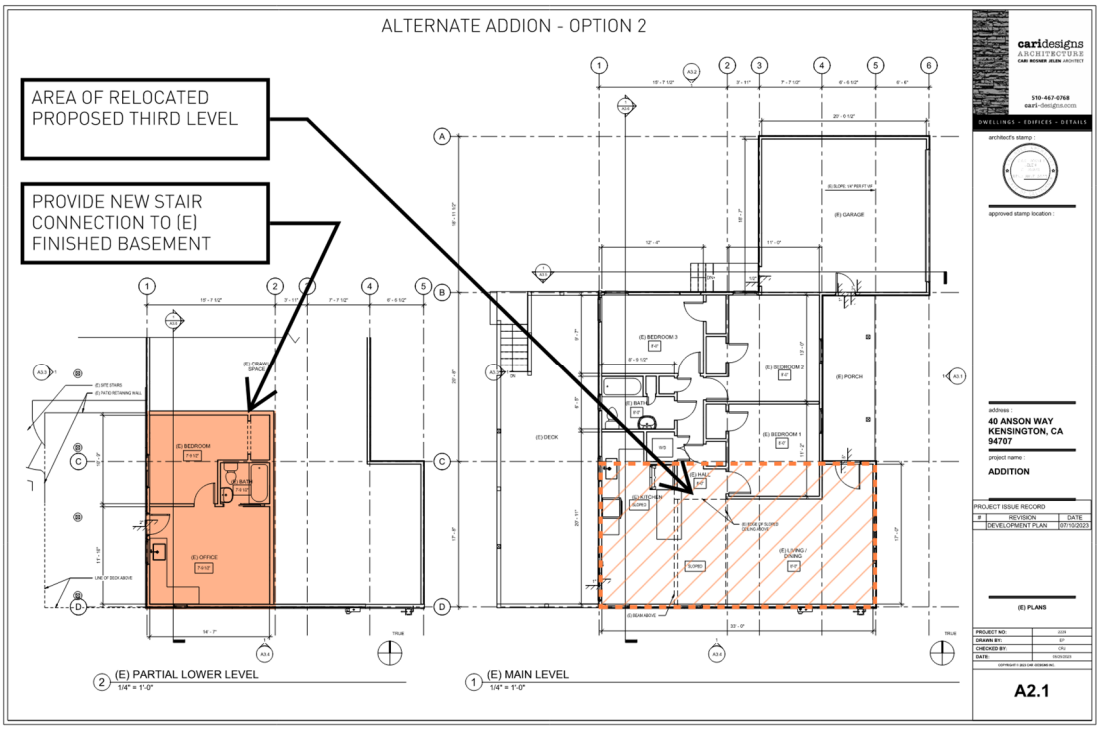
PROPOSED PROJECT WITH 3RD FLOOR ADDITION THAT CREATES SHADOWS AND BLOCKS VIEWS



PROPOSED PROJECT WITH 3RD FLOOR ADDITION MOVED TO OTHER SIDE – OPTION 1



PROPOSED PROJECT WITH 3RD FLOOR ADDITION MOVED TO OTHER SIDE – OPTION 2



Sincerely,

Heather Sanders-Jacob
Ashwin Biln

EXHIBIT D

(Excerpts from Los Angeles Basin Hillside Ordinance)

4. Height Limits. [§ 12.21 C.10.(d) of the LAMC]

No portion of a Building or Structure shall be erected or enlarged which exceeds the envelope height limits as outlined in Table 5 – Maximum Height of Structures, or as otherwise stated in the paragraphs below. For the provisions below, whenever Grade is mentioned, it shall mean Hillside Area Grade as defined in the Definitions Section of this document (or Section 12.03 of the LAMC).

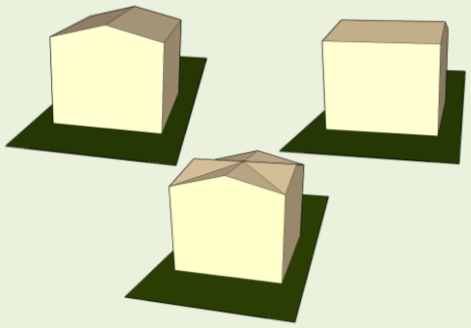
Table 5
Maximum Height of Structures (in feet)

Height Districts	*R1*	*RS*	*RE9*	*RE11*	*RE15*	*RE20*	*RE40*	*RA*
When the roof of the uppermost story of a building or structure or portion thereof has a slope of 25% or greater, the maximum height for said portion of building or structure thereof shall be as follows:								
1, 1L, & 1VL	33	33	33	36	36	36	36	36
1XL	30	30	30	30	30	30	30	30
1SS	22	22	22	22	22	22	22	22
When the roof of the uppermost story of a building or structure or portion thereof has a slope of less than 25%, the maximum height for said portion of building or structure thereof shall be as follows:								
1, 1L, & 1VL	28	28	28	30	30	30	30	30
1XL	28	28	28	30	30	30	30	30
1SS	18	18	18	18	18	18	18	18

25% Roof Slope

The 25% roof slope is a Southern California standard which is also commonly referred to as the 3:12 slope. This slope can be expressed as a ratio of 1 foot of vertical rise for every 4 feet of horizontal distance. In order to determine what the minimum height of the standard gabled roof, as measured from the top-plate of the building wall, simply divide the horizontal distance of the wall by 8.

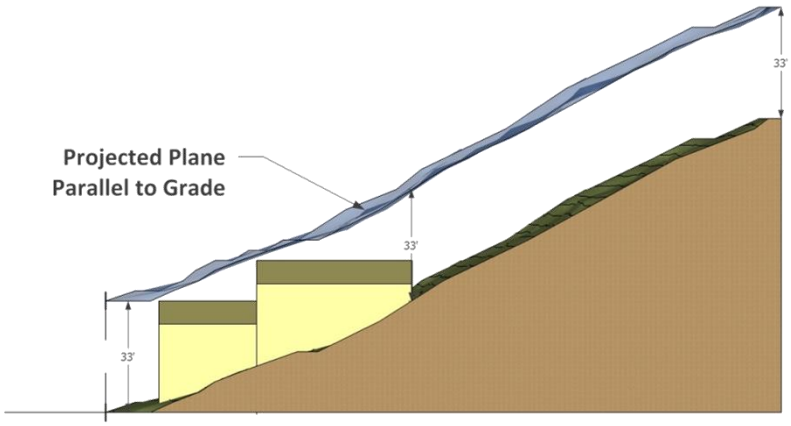
When a roof is made up of a combination of roof slopes, the portions of the structure with a roof slope less than 25% will be considered flat and as a result be required to comply with the lower height.



a. Measurement of Height. [§ 12.21 C.10.(d)(1) of the LAMC]

Notwithstanding any other provision in the Code, the height limits in Table 5 – Maximum Height of Structures above shall be measured as set forth below.

(1) **Maximum Envelope Height.** Envelope height (otherwise known as vertical height or "plumb line" height) shall be the vertical distance from the Grade of the site to a projected plane at the roof Structure or parapet wall located directly above and parallel to the Grade. Measurement of the envelope height shall originate at the lowest Grade within 5 horizontal feet of the exterior walls of a Building or Structure.



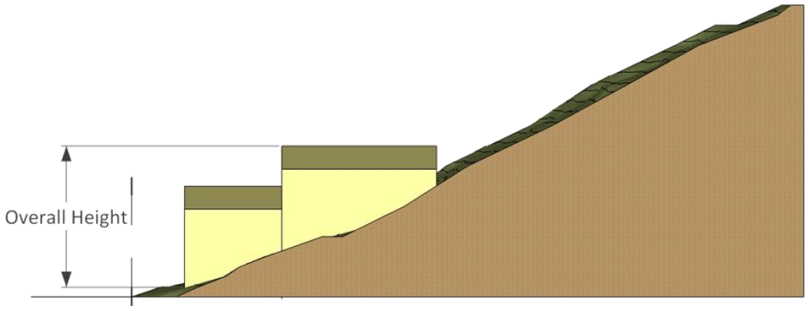
At no point shall any given section of any part of the proposed Building or Structure exceed the maximum envelope height.

A topographic map shall be submitted as a separate plan sheet or as part of the site plan identifying the 5-foot perimeter of the exterior walls, or any other information which the Department of Building and Safety deems necessary to determine compliance with this provision.

b. *Zoning Administrator's Authority. [§ 12.21 C.10.(d)(2) of the LAMC]*

A Zoning Administrator may allow Structures which exceed the maximum envelope height requirements of Table 5 – Maximum Height of Structures; however, the increase in height may not result in a Building or Structure which exceeds an overall height of 45 feet, pursuant to the authority and procedures established in Section 12.24 X.28 of the LAMC.

The overall height shall be measured from the lowest Elevation point within 5 horizontal feet of the exterior walls of a Building or Structure to the highest Elevation point of the roof Structure or parapet wall.



c. *Prevailing Height. [§ 12.21 C.10.(d)(3) of the LAMC]*

Notwithstanding the height limits in Table 5 – Maximum Height of Structures, when 40% or more of the existing One-Family Dwellings with Frontage on both sides of the block have Building heights exceeding these limits, the maximum envelope height for any Building on that block may be the average height of the Dwellings exceeding these limits.

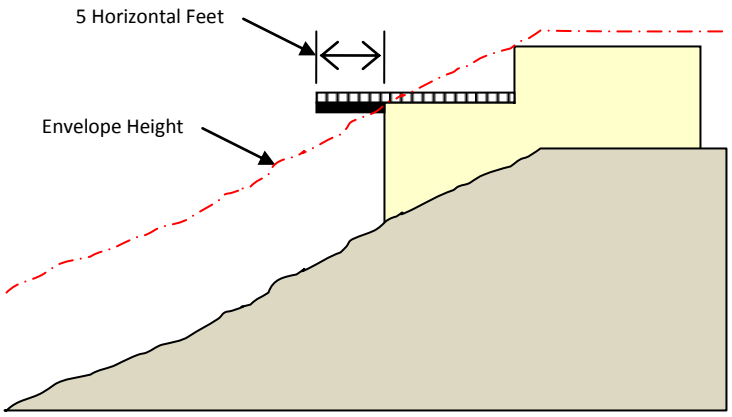
d. *Lots in a Single-Story Height District. [§ 12.21 C.10.(d)(4) of the LAMC]*

As enabled by Section 12.21.1 A.1 of the LAMC, on Lots in a "SS" Single Story Height District, shown as "1SS" on a Zoning Map, no Building or Structure shall be erected or enlarged which exceeds one Story.

Notwithstanding the provision in Section 12.21.1 A.8 of the LAMC, in determining the number of Stories, any Basement which is exempt from the Residential Floor Area calculation, as outlined in Section 12.03 of the LAMC, shall not be considered a Story.

e. *Lots Fronting on Substandard Hillside Limited Streets. [§ 12.21 C.10.(d)(5) of the LAMC]*

For any Lot fronting onto a Substandard Hillside Limited Street and subject to the 5-foot Front Yard setback, no portion of a Building or Structure within 20 feet of the Front Lot Line shall exceed 24 feet in height. The 24 foot maximum Building and Structure height shall be measured from the Elevation at the centerline or midpoint of the Street on which the Lot fronts.



f. *Unenclosed/Uncovered Rooftop Decks and Cantilevered Balconies. [§ 12.21 C.10.(d)(6) of the LAMC]*

Unenclosed/uncovered rooftop decks, cantilevered balconies and "visually permeable railing" (no more than 42 inches in height), may project beyond the maximum envelope height no more than 5 horizontal feet.

For the purposes of this provision, "visually

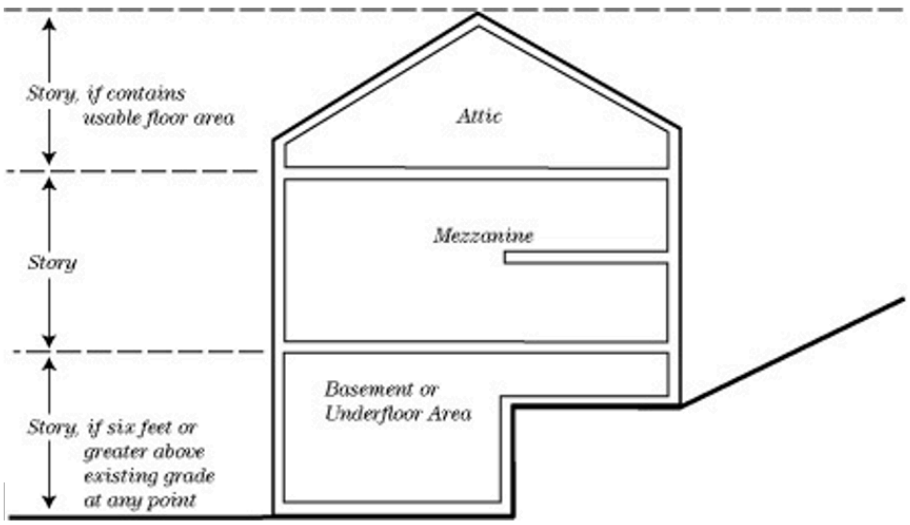
EXHIBIT E

(Berkeley Municipal Code section 23.106.060)

23.106.060 Story.

A. *Story Defined.* A story means the portion of a building included between the upper surface of any floor and the upper surface of the floor next above. See Figure 23.106-2: Story.

Figure 23.106-2. STORY



B. *Topmost Story.* The topmost story of a building is the portion of a building between the floor of the topmost floor and the ceiling or roof above.

C. *Below Grade Spaces.* If the finished floor level directly above the ceiling of a basement, garage structure, cellar, or unused underfloor space is more than 6 feet above existing grade at any point, such basement, cellar, or unused underfloor space is considered a story.

D. *Penthouses.* A penthouse used for purposes other than shelter of mechanical equipment or shelter of vertical shaft openings in the roof is considered a story.

E. *Mezzanines.* When the total floor area of a mezzanine exceeds 33.3 percent of the total floor area in that room, it constitutes an additional story. (Ord. 7787-NS § 2 (Exh. A), 2021)

The Berkeley Municipal Code is current through Ordinance 7891-NS, passed December 12, 2023.

Disclaimer: The City Clerk's Office has the official version of the Berkeley Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: www.berkeleyca.gov

Hosted by Code Publishing Company, A General Code Company.

EXHIBIT E

(Corrected shadow study pointing out affected upper windows)

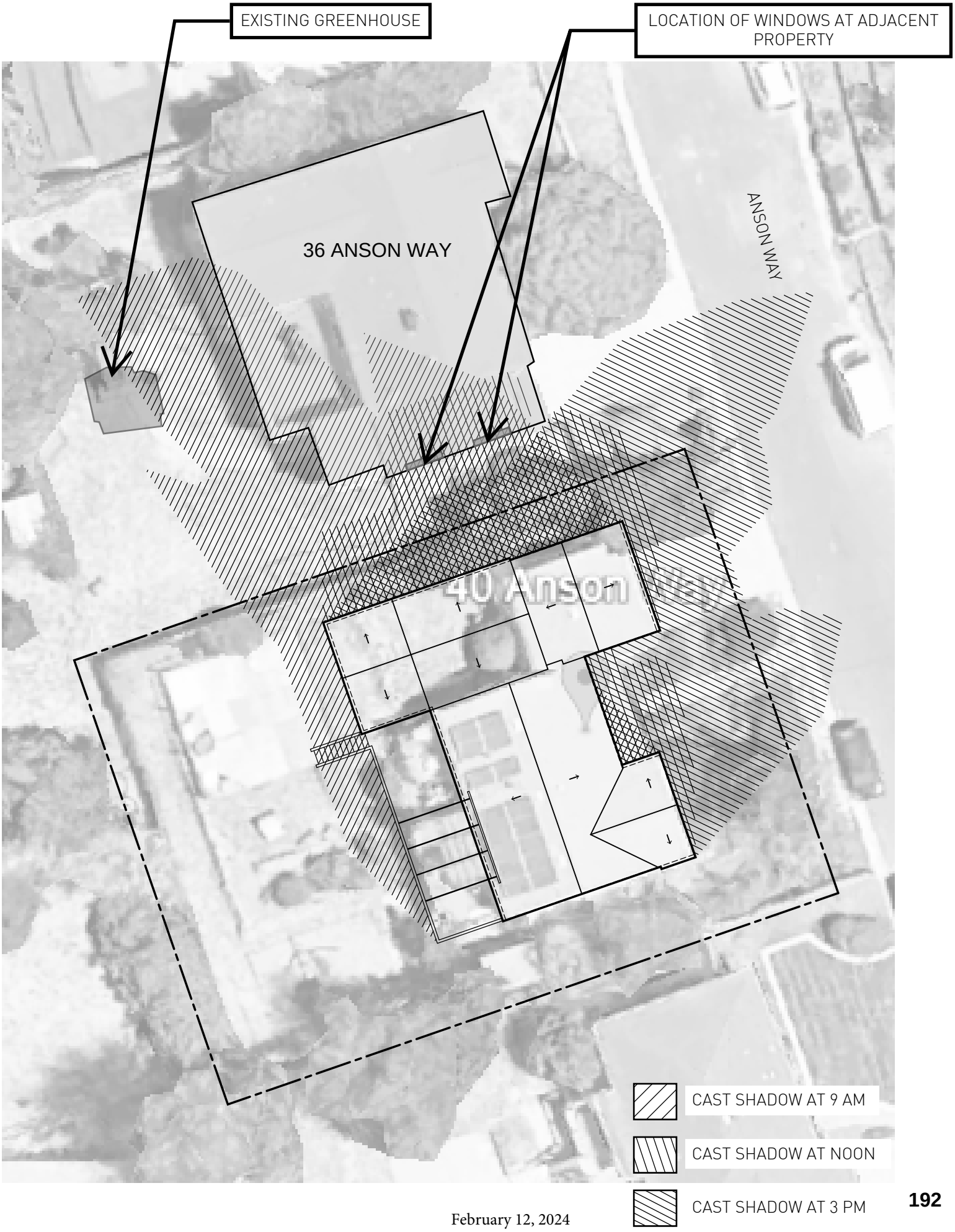

EXISTING GREENHOUSE
LOCATION OF WINDOWS AT ADJACENT PROPERTY
36 ANSON WAY
ANSON WAY
40 Anson Way
CAST SHADOW AT 9 AM
CAST SHADOW AT NOON
CAST SHADOW AT 3 PM

EXHIBIT 3

MAPS AND PLANS

BLAKEMONT M.B. 28-22

TAX CODE AREA

REVISED	CHANGE	BY
9-25-92	100LSM48	MJ

P.B. 505

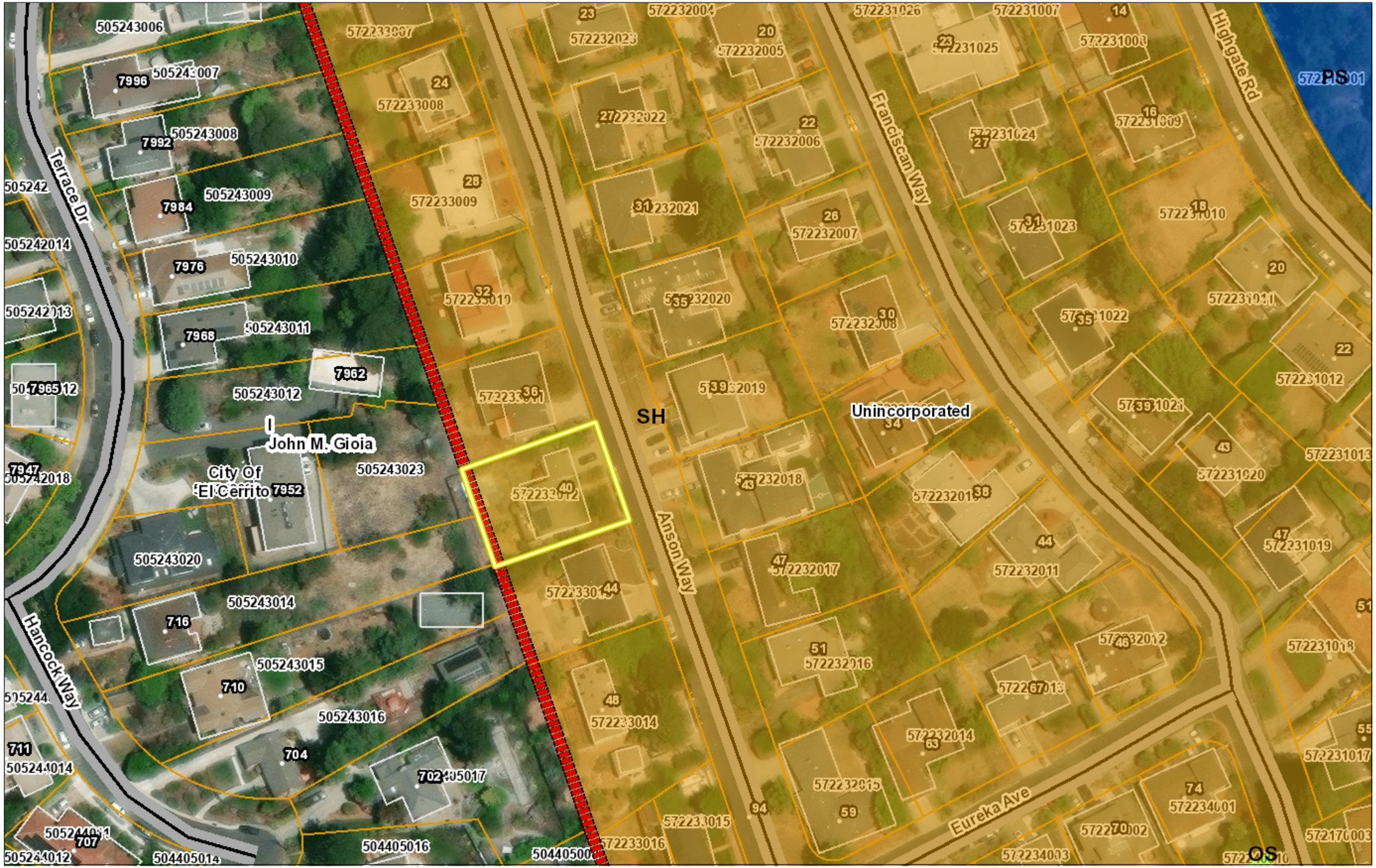
1962 ROLL 9-25-92

ASSESSOR'S MAP

BOOK 572 PAGE 23

7I/I COUNTY OFCONTRA COSTA, C

General Plan Map



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

Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- General Plan
  - SV (Single Family Residential - Ver
  - SL (Single Family Residential - Low
  - SM (Single Family Residential - Me
  - SH (Single Family Residential - Hig
  - ML (Multiple Family Residential - Lo
  - MM (Multiple Family Residential - M
  - MH (Multiple Family Residential - H
  - MV (Multiple Family Residential - V
  - MS (Multiple Family Residential - V
  - CC (Congregate Care/Senior Housi
  - MO (Mobile Home)
  - M-1 (Parker Avenue Mixed Use)
  - M-2 (Downtown/Waterfront Rodeo I
  - M-3 (Pleasant Hill BART Mixed Use
  - M-4 (Willow Pass Road Mixed Use)
  - M-5 (Willow Pass Road Commercia
  - M-6 (Bay Point Residential Mixed U
  - M-7 (Pittsburg/Bay Point BART Sta
  - M-8 (Dougherty Valley Village Cent
  - M-9 (Montalvin Manor Mixed Use)
  - M-10 (Willow Pass Business Park M
  - M-11 (Appian Way Mixed Use)
  - M-12 (Triangle Area Mixed Use)
  - M-13 (San Pablo Dam Road Mixed
  - M-14 (Heritage Mixed Use)
  - CO (Commercial)
  - OF (Office)
  - BP (Business Park)
  - LI (Light Industry)
  - HI (Heavy Industry)
  - AL, OIBA (Agricultural Lands & Off
  - CR (Commercial Recreation)
  - ACO (Airport Commercial)
  - LF (Landfill)
  - PS (Public/Semi-Public)

1: 1,128

Notes

Contra Costa County -DOIT GIS

Zoning Map

Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- Zoning
  - R-6 (Single Family Residential)
  - R-6, -FH -UE (Flood Hazard and A
  - R-6 -SD-1 (Slope Density Hillside D
  - R-6 -TOV -K (Tree Obstruction and
  - R-6, -UE (Urban Farm Animal Exclu
  - R-6 -X (Railroad Corridor Combinir
  - R-7 (Single Family Residential)
  - R-7 -X (Railroad Corridor Combinin
  - R-10 (Single Family Residential)
  - R-10, -UE (Urban Farm Animal Exc
  - R-12 (Single Family Residential)
  - R-15 (Single Family Residential)
  - R-20 (Single Family Residential)
  - R-20, -UE (Urban Farm Animal Exc
  - R-40 (Single Family Residential)
  - R-40, -FH -UE (Flood Hazard and A
  - R-40, -UE (Urban Farm Animal Exc
  - R-65 (Single Family Residential)
  - R-100 (Single Family Residential)
  - D-1 (Two Family Residential)
  - D-1 -T (Transitional Combining Dist
  - D-1, -UE (Urban Farm Animal Exclu
  - M-12 (Multiple Family Residential)
  - M-12 -FH (Flood Hazard Combining
  - M-17 (Multiple Family Residential)
  - M-29 (Multiple Family Residential)
  - F-R (Forestry Recreational)
  - F-R -FH (Flood Hazard Combining
  - F-1 (Water Recreational)
  - F-1 -FH (Flood Hazard Combining D
  - A-2 (General Agriculture)
  - A-2, -BS (Boat Storage Combining
  - A-2, -BS -SG (Boat Storage and So
  - A-2 -FH (Flood Hazard Combining D
  - A-2, -FH -SG (Flood Hazard and Sc

1: 1,128

0.0 0 0.02 0.0 Miles

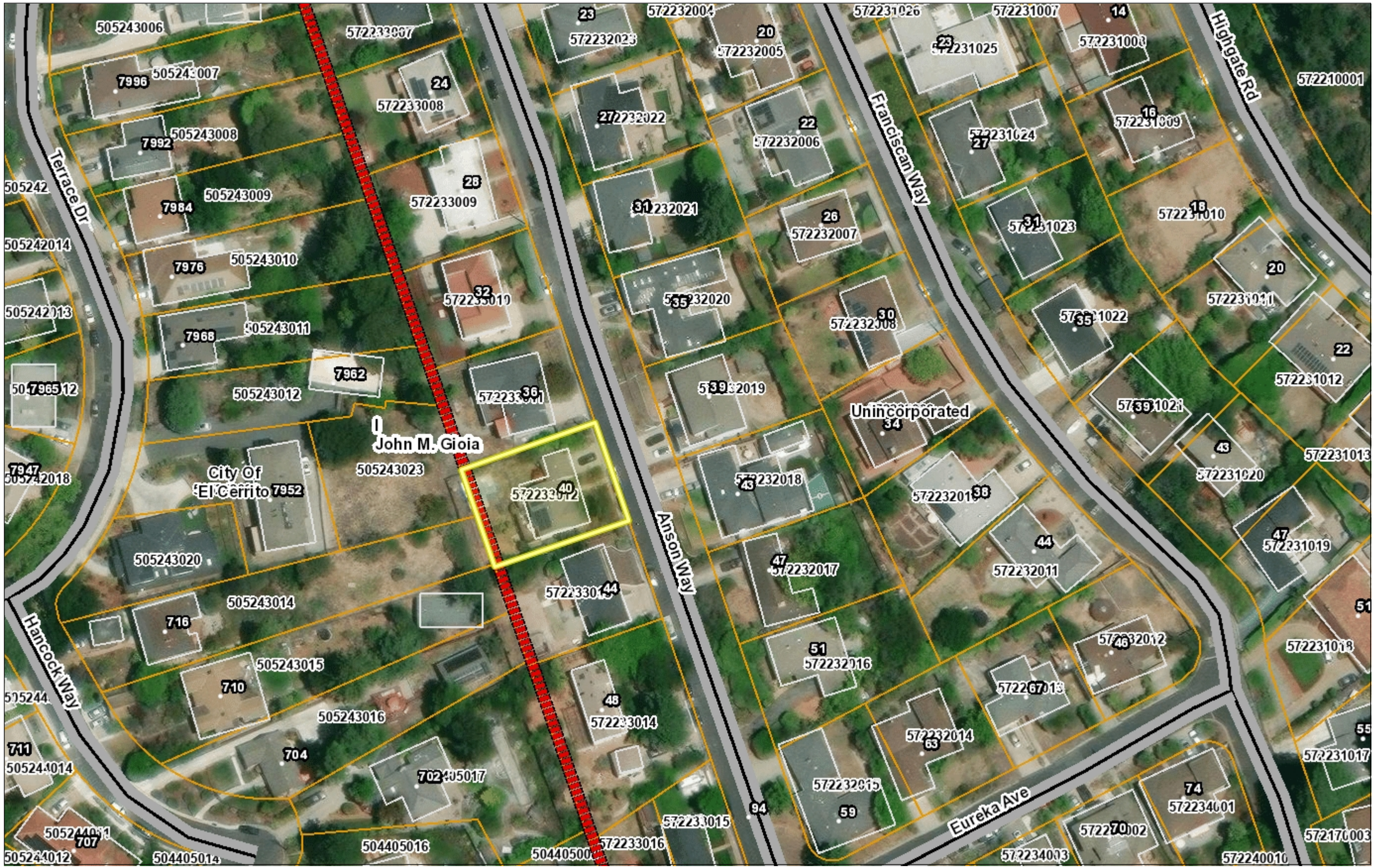
WGS_1984_Web_Mercator_Auxiliary_Sphere

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

Notes

Contra Costa County -DOIT GIS

Aerial 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

1: 1,128

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

Notes

Contra Costa County -DOIT GIS

ABBREVIATIONS

A.D.	AREA DRAIN
ADJ.	ADJUSTABLE
A.F.F.	ABOVE FINISHED FLOOR
AGGR.	AGGREGATE
ASPH.	ASPHALT
ARCH.	ARCHITECTURAL
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
B.O.	BOTTOM OF
BW	BOTTOM OF WALL
CPT.	CARPET
CAB.	CABINET
C.J.	CONSTRUCTION JOINT
C.L.	CENTER LINE
CLOS.	CLOSET
CLG.	CEILING
CLR.	CLEAR
C.O.	CLEAN OUT
COL.	COLUMN
CONC.	CONCRETE
CONT.	CONTINUOUS
CSMT.	CASEMENT
C.T.	CERAMIC TILE
C.S.	COUNTER SINK
DEMO.	DEMOLITION
DET.	DETAIL
D.H.	DOUBLE HUNG
D.F.	DOUGLAS FIR
DIAG.	DIAGONAL
DIM.	DIMENSION
DWGS.	DRAWINGS
DN.	DOWN
DS.	DOWNSPOUT
(E)	EXISTING
E.J.	EXPANSION JOINT
EL.	ELEVATION
EQ.	EQUAL
EXT.	EXTERIOR
F.A.	FIRE ALARM
F.D.	FLOOR DRAIN
FIN.	FINISH
F.O.S.	FACE OF STUD
F.O.C.	FACE OF CONCRETE
F.O.A	FACE OF WALL
FTG.	FOOTING
GA.	GAUGE
GALV.	GALVANIZED
GL.	GLASS
GLU. LAM.	GLUE LAMINATED
G.S.M.	GALV. SHEET METAL
GYP.	GYPSUM
G.W.B.	GYPSUM WALL BOARD
H.B.	HOSE BIBB
HGT.	HEIGHT
H.M.	HOLLOW METAL
HOR.	HORIZONTAL
H.P	HIGH POINT
I.D.	INSIDE DIAMETER
INSUL.	INSULATION
INT.	INTERIOR
JST.	JOIST
J.BOX	JUNCTION BOX
LAB.	LABORATORY
LAM.	LAMINATE
LAV.	LAVATORY
LT.	LIGHT
MAX.	MAXIMUM
MECH.	MECHANICAL
MEMB.	MEMBRANE
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.O.	MASONRY OPENING
MTL.	METAL
MUL.	MULLION
A(N)	NEW
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
O.H.	OVERHEAD
OPG.	OPENING
OPNG.	OPENING
OPP.	OPPOSITE
P.L.	PROPERTY LINE
P/L	PLATE
PLAS.	PLASTER
PLWD.	PLYWOOD
PR.	PAIR
PTD.	PAINTED
R.	RISER
R.D.	RUN
REFR.	REFRIGERATOR
REINF.	REINFORCED
RM.	ROOM
R.O.	ROUGH OPENING
RTG.	RETAINING
SAG	SUPPLY AIR GRILL
S.V.	SHEET VINYL
S.H.	SINGLE HUNG
SHT.	SHEET
SHTG.	SHEATHING
SPEC.	SPECIFICATION
SQ.	SQUARE
S.S.	STAINLESS STEEL
STAGG.	STAGGERED.
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
T.	TREAD
TC	TOP OF CURB
T&G	TONGUE AND GROOVE
THK.	THICK
T.W.	TOP OF WALL
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
VERT.	VERTICAL
V.I.F	VERIFY IN FIELD
W/	WITH
W.C.	WATER CLOSET
WD.	WOOD
W/H	WATER HEATER
W.P	WATERPROOF
W.PT	WORK POINT
YD.	YARD

CODE REQUIREMENTS

STATE CODES:
2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA CALGREEN
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA FIRE CODE

LOCAL CODES :
CONTRA COSTA CODE
KENSINGTON PLANNING ORDINANCE

DRAWING LIST	
ARCHITECTURE	
A0.1	COVER SHEET
A0.2	(E) SITE
A0.3	(P) 3D VIEWS
A0.4	GROSS FLOOR AREA PLANS
A2.1	(E) PLANS
A2.2	(P) PLANS
A3.1	(E) & (P) ELEVATIONS
A3.2	(E) & (P) ELEVATIONS
A3.3	(E) & (P) ELEVATIONS
A3.4	(E) & (P) ELEVATIONS
A3.5	(E) & (P) SECTIONS
A3.6	(E) & (P) SECTIONS

PROJECT INFORMATION

PROJECT ADDRESS:

40 ANSON WAY, KENSINGTON, CA 94707

APN : 572-233-012
ZONING DISTRICT : R6, -TOV, -K
LOT SIZE: 8,800 SF
CONSTRUCTION DATE: 1946
DWELLING UNITS: 1 PRIMARY

SET BACK	ALLOWABLE	EXISTING	DEMO	NEW	COMPLETE
FRONT	20 FT	14'-7 1/2"	---	---	NO CHANGE
SIDE	5 FT / 15 FT AGGREGATE	14'-2 1/2" / 8'-3" 22'-5 1/2" AGG.	---	7'-3"	14'-2 1/2" / 7'-3" 21'-5 1/2" AGG.
REAR	15 FT	55'-0"	---	---	NO CHANGE
HEIGHT IN FEET					
HEIGHT	35	20'-0 1/2" +/-	---	24'-0"	24'-0"
STORIES	2.5	2	---	---	2
PARKING - MIN SIZE 9'-0" X 19'-0" AND SHALL BE ENTIRELY OUTSIDE OF SETBACK					
	1 MIN.	2	---	---	NO CHANGE
GROSS FLOOR AREA PER 84-74.404 (SEE SHEET A0.4 FOR BREAKDOWN)					
	3300 OR KMAC HEARING	2,368.6	70	992.6	3,292.2
LOT COVERAGE					
	NA	2,082 SF	---	635	2,717 SF

GROSS FLOOR AREA HEARING THRESHOLD CALCULATION PER 84-74.802:

THRESHOLD = PARCEL AREA X 0.540-0.00002(PARCEL AREA) AND INCREASED TO THE NEXT HIGHEST ONE HUNDRED UNLESS EVENLY DIVISIBLE BY ONE HUNDRED
THRESHOLD = 8,800 X 0.540-0.00002(8800) = 3,203

GROSS FLOOR AREA HEARING THRESHOLD IS 3,300 SQ FT

SCOPE OF WORK

- 2-STORY ADDITION

PROJECT TEAM

ARCHITECT:

CARI DESIGNS ARCHITECTURE
800 BANCROFT WAY SUITE 200
BERKELEY, CA 94710

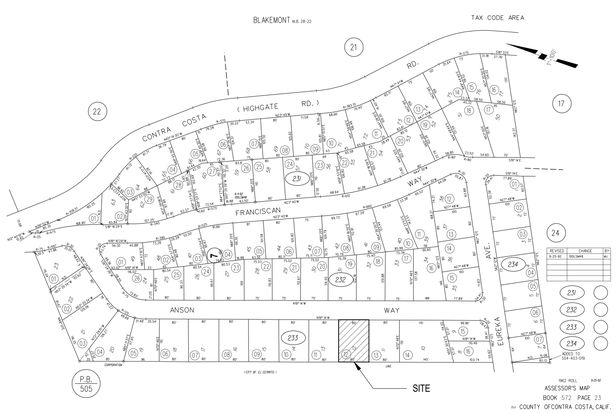
CARI ROSNER JELEN
crj@cari-designs.com
510-467-0768

OWNER:

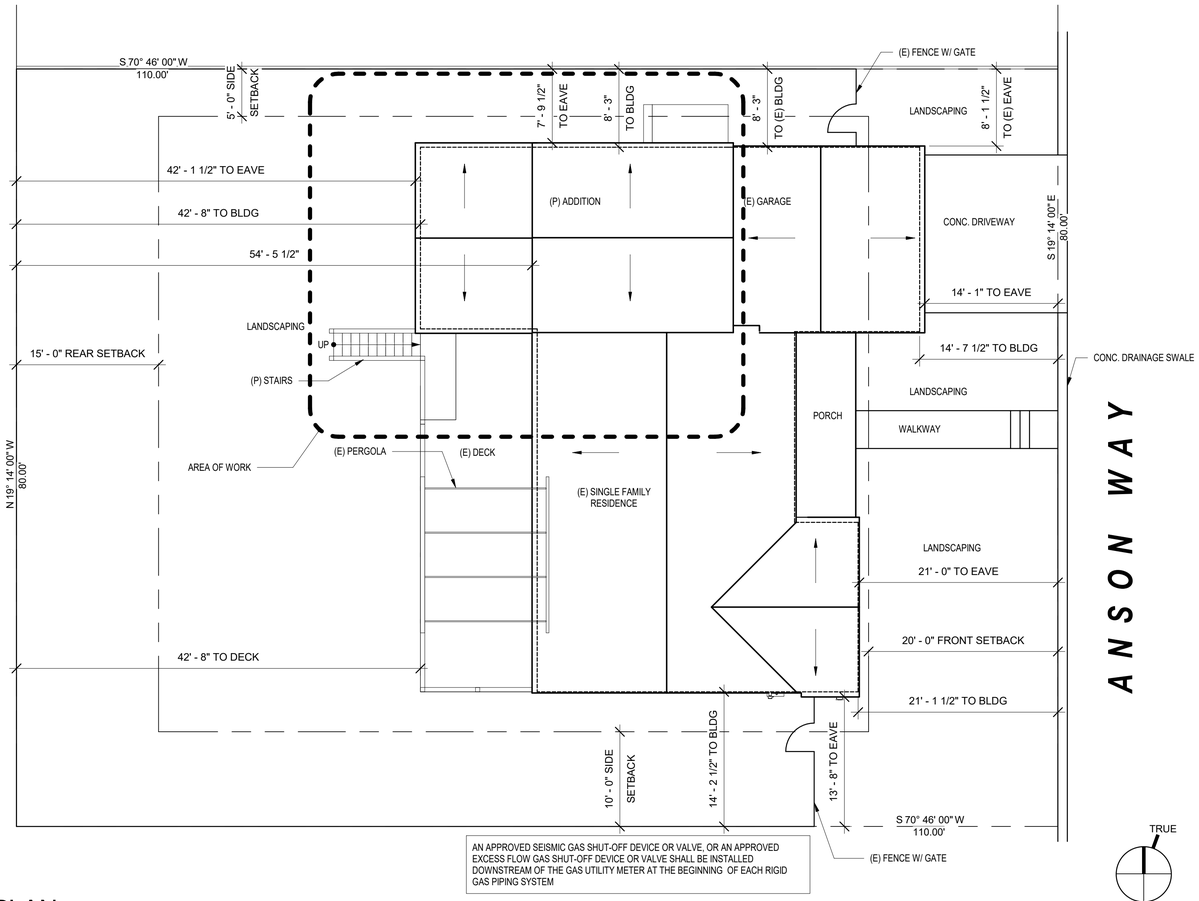
TULLEY RAFFERTY AND ELENA SAXONHOUSE
40 ANSON WAY
KENSINGTON, CA 94707

hobostew@gmail.com
510-685-9514

RECEIVED on 7/11/2023 CDDP23-03024
By Contra Costa County
Department of Conservation and Development



2 APN MAP
NTS



AN APPROVED SEISMIC GAS SHUT-OFF DEVICE OR VALVE, OR AN APPROVED EXCESS FLOW GAS SHUT-OFF DEVICE OR VALVE SHALL BE INSTALLED DOWNSTREAM OF THE GAS UTILITY METER AT THE BEGINNING OF EACH RIGID GAS PIPING SYSTEM

1 (P) SITE PLAN
1/8" = 1'-0"

cari designs ARCHITECTURE
CARI ROSNER JELEN ARCHITECT
510-467-0768
cari-designs.com

DWELLINGS - EDIFICES - DETAILS

architect's stamp :

CARI ROSNER JELEN C-35976 REN.: JUNE 2023 LICENSED ARCHITECT STATE OF CALIFORNIA

approved stamp location :

address :

40 ANSON WAY KENSINGTON, CA 94707

project name :

ADDITION

PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

COVER SHEET

PROJECT NO:	2229
DRAWN BY:	EP
CHECKED BY:	CRJ
DATE:	05/25/2023

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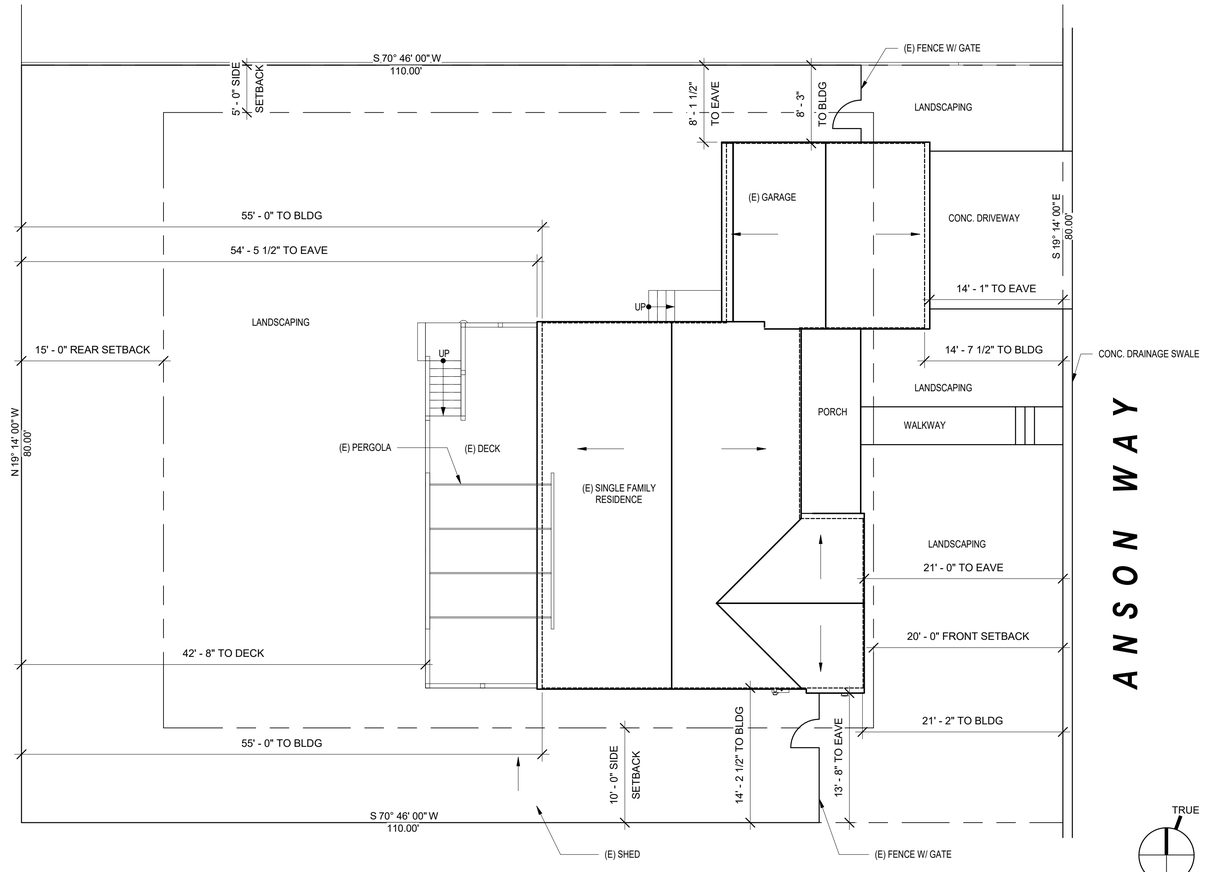
A0.1

APPROXIMATE NEIGHBOR VIEW TO SOUTHWEST (IMPACTED)

APPROXIMATE PARTIAL NEIGHBOR VIEW TO WEST (UN-IMPACTED)



2 (E) SITE PLAN
1/8" = 1'-0"

caridesigns
ARCHITECTURE
CARI ROSNER JELEN ARCHITECT

510-467-0768
cari-designs.com

DWELLINGS - EDIFICES - DETAILS

architect's stamp :

approved stamp location :

address :

40 ANSON WAY
KENSINGTON, CA
94707

project name :

ADDITION

PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

(E) SITE

PROJECT NO:	2229
DRAWN BY:	EP
CHECKED BY:	CRJ
DATE:	05/25/2023

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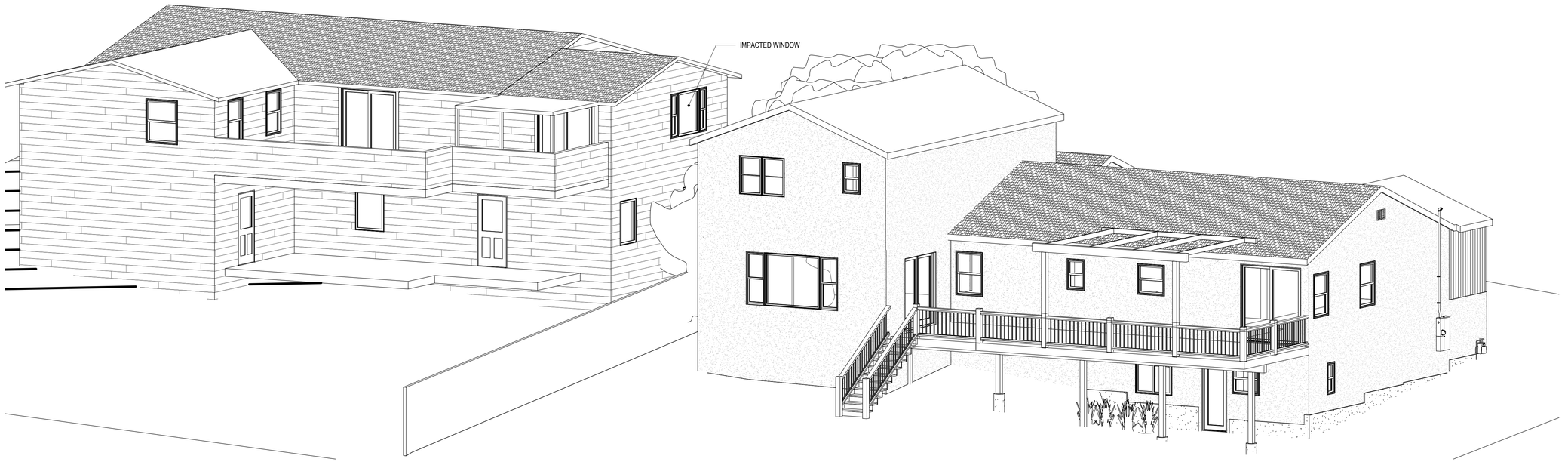
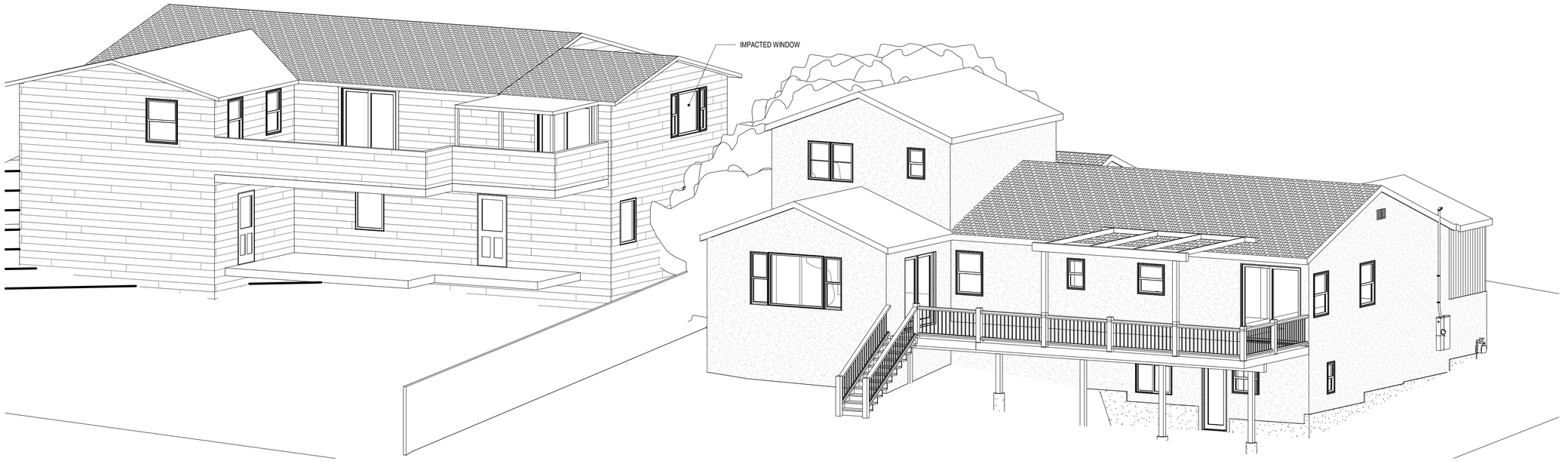
A0.2



2 3D VIEW - INITIAL PROPOSED DESIGN



1 3D VIEW - PROPOSED DESIGN AFTER NEIGHBOR OUTREACH

caridesigns
ARCHITECTURE
CARI ROSNER JELEN ARCHITECT

510-467-0768
cari-designs.com

DWELLINGS - EDIFICES - DETAILS

architect's stamp :

approved stamp location :

address :

40 ANSON WAY
KENSINGTON, CA
94707

project name :

ADDITION

PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

(P) 3D VIEWS

PROJECT NO:	2229
DRAWN BY:	EP
CHECKED BY:	CRJ
DATE:	05/25/2023

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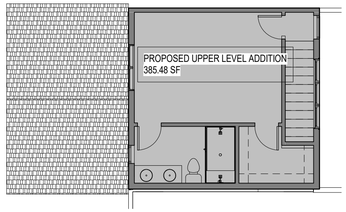
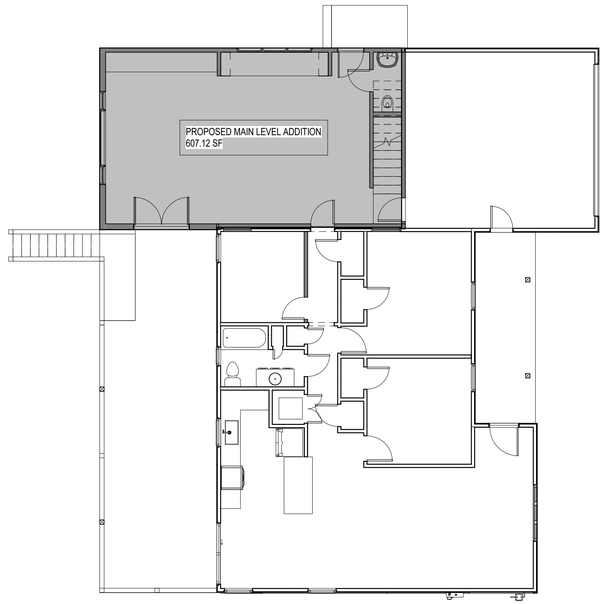
A0.3



5 (P) UPPER LEVEL - GROSS FAR PLAN

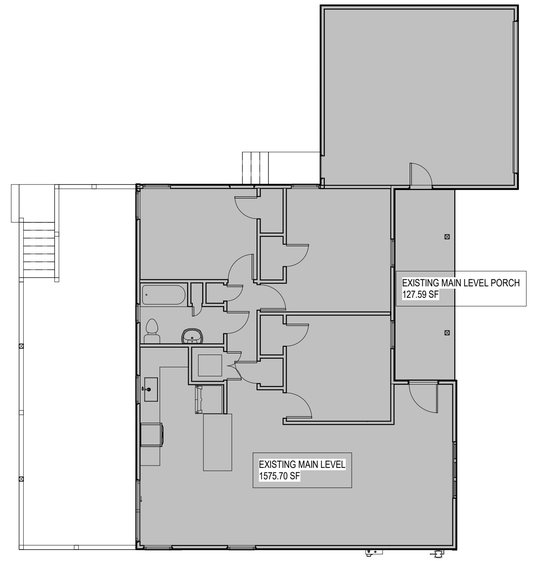
1/8" = 1'-0"

GROSS FLOOR AREA CHART					
		EXISTING	DEMO	PROPOSED	FINAL
LOWER LEVEL	RESIDENCE	372.94 SF	---	---	372.94 SF
	COVERED PATIO	292.40 SF	70.00 SF	---	222.40 SF
MAIN LEVEL	RESIDENCE	1,575.70 SF	---	607.12 SF	2,182.82 SF
	PORCH	127.59 SF	---	---	127.59 SF
UPPER LEVEL	RESIDENCE	---	---	385.48 SF	385.48 SF
PROJECT TOTAL		2,368.63 SF	70.00 SF	992.60 SF	3,291.23 SF



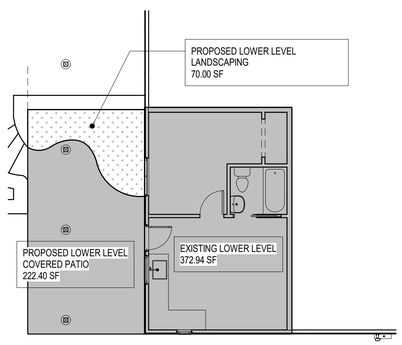
4 (P) MAIN LEVEL - GROSS FAR PLAN

1/8" = 1'-0"



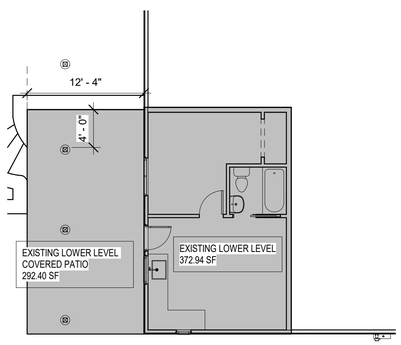
2 (E) MAIN LEVEL GROSS FAR PLAN

1/8" = 1'-0"



3 (P) LOWER LEVEL - GROSS FAR PLAN

1/8" = 1'-0"



1 (E) LOWER LEVEL - GROSS FAR PLAN

1/8" = 1'-0"

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DWELLINGS - EDIFICES - DETAILS

architect's stamp :

approved stamp location :

address :

40 ANSON WAY KENSINGTON, CA 94707

project name :

ADDITION

PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

GROSS FLOOR AREA PLANS

PROJECT NO:	2229
DRAWN BY:	Author
CHECKED BY:	Checker
DATE:	05/25/2023

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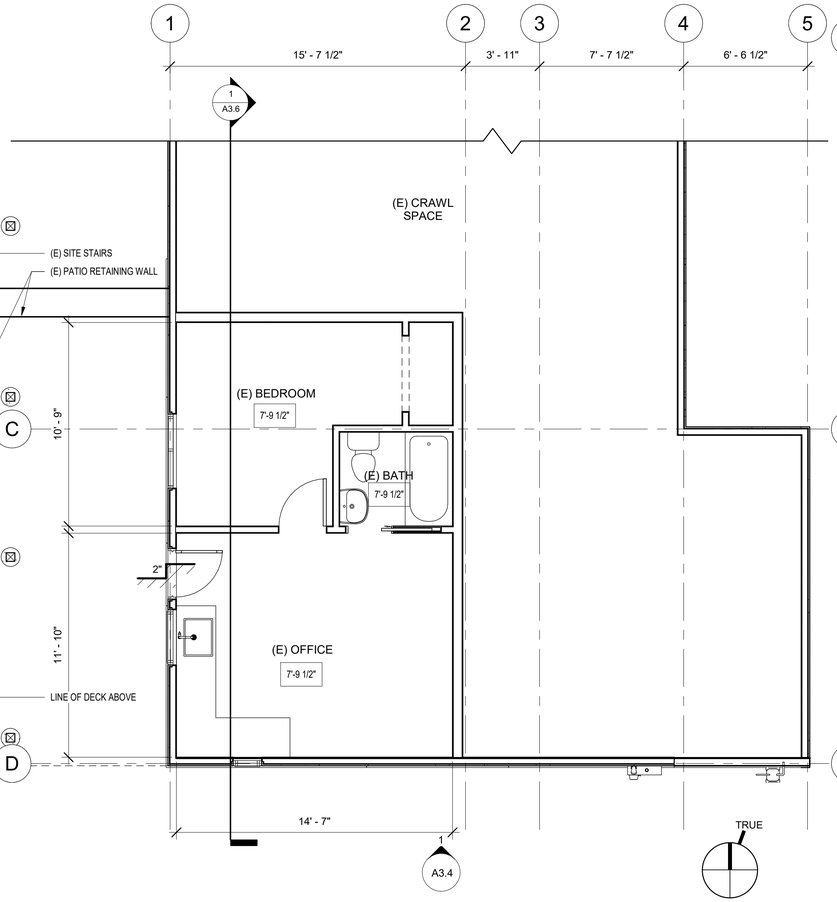
A0.4



2 (E) PARTIAL LOWER LEVEL

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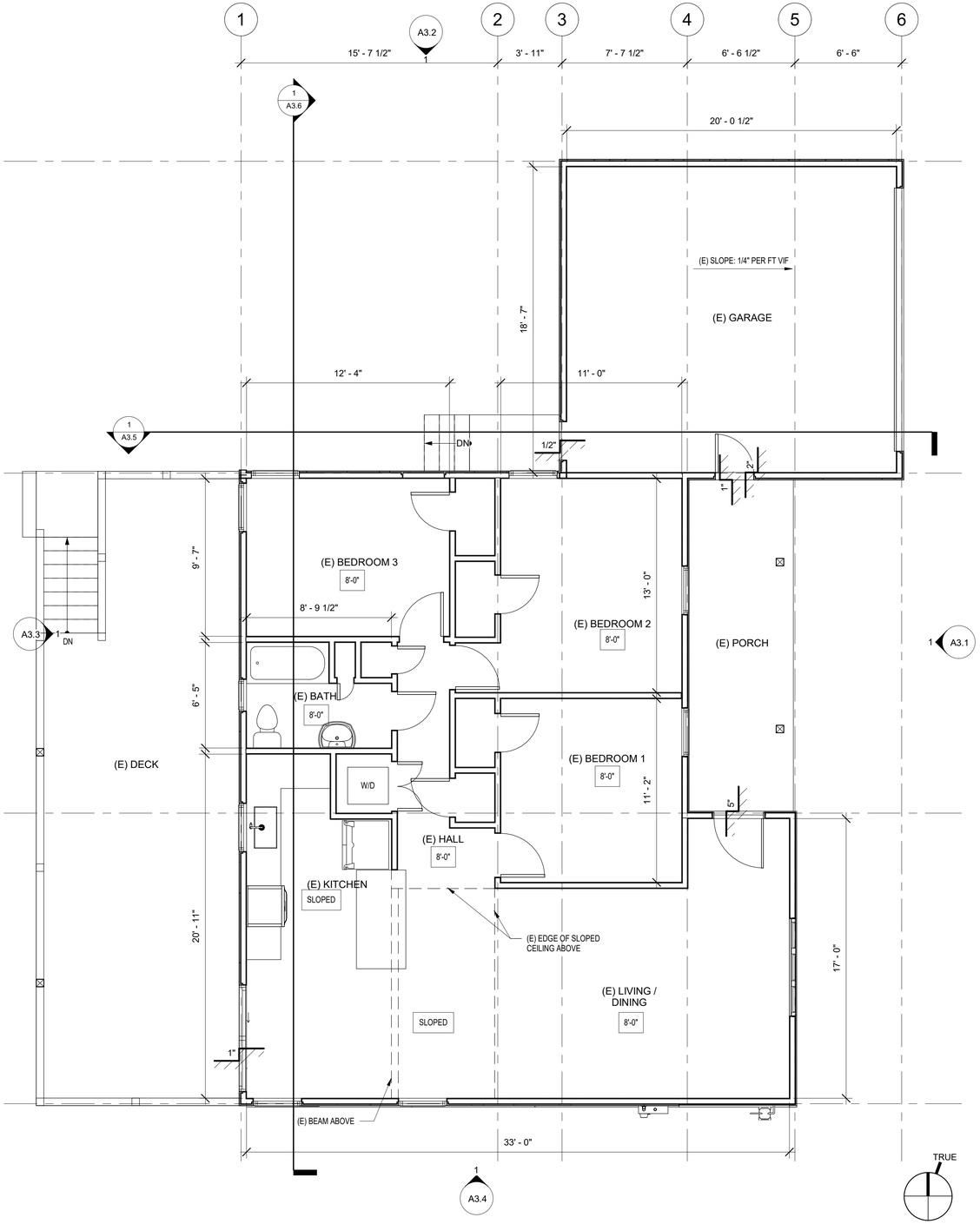

1 (E) MAIN LEVEL

1/4" = 1'-0"

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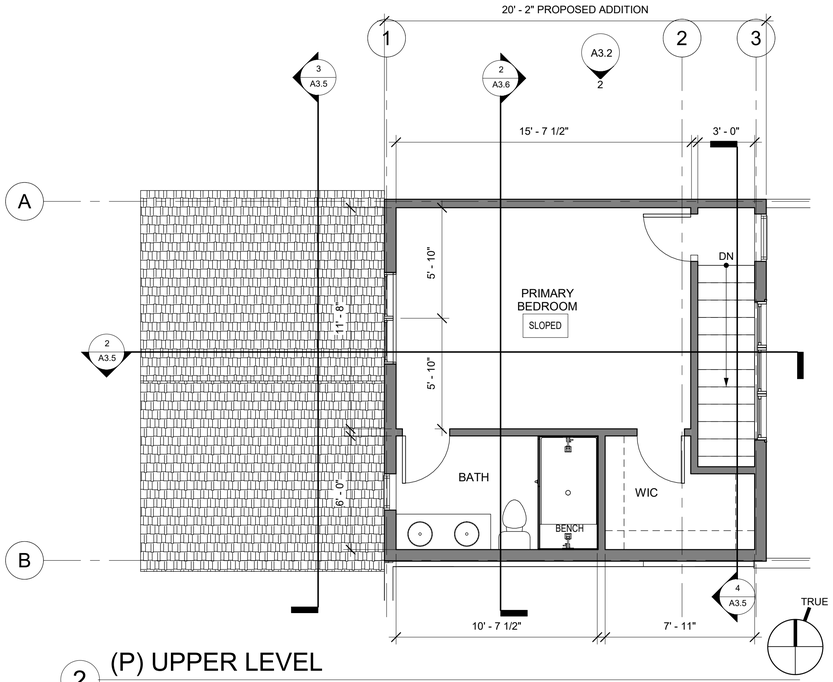
A2.1



2 (P) UPPER LEVEL

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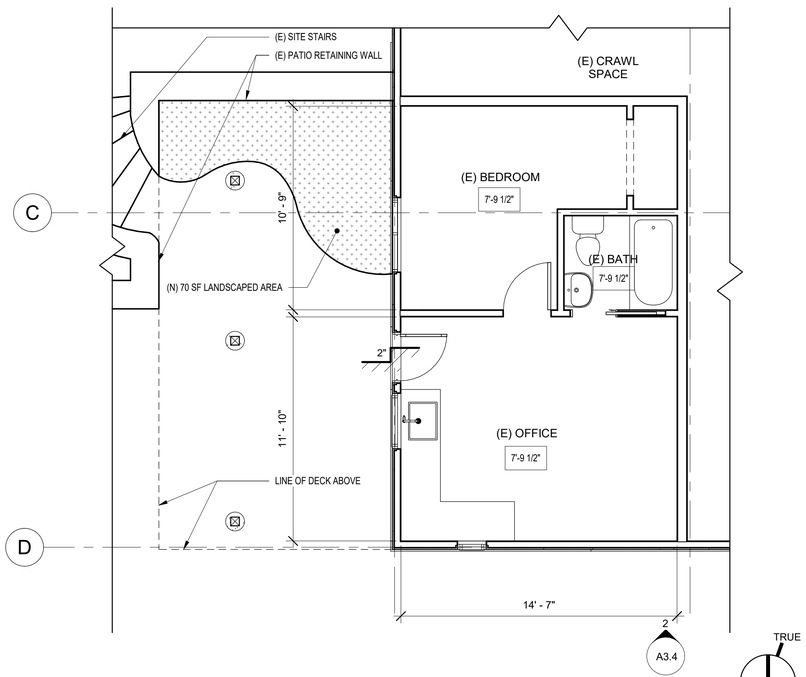
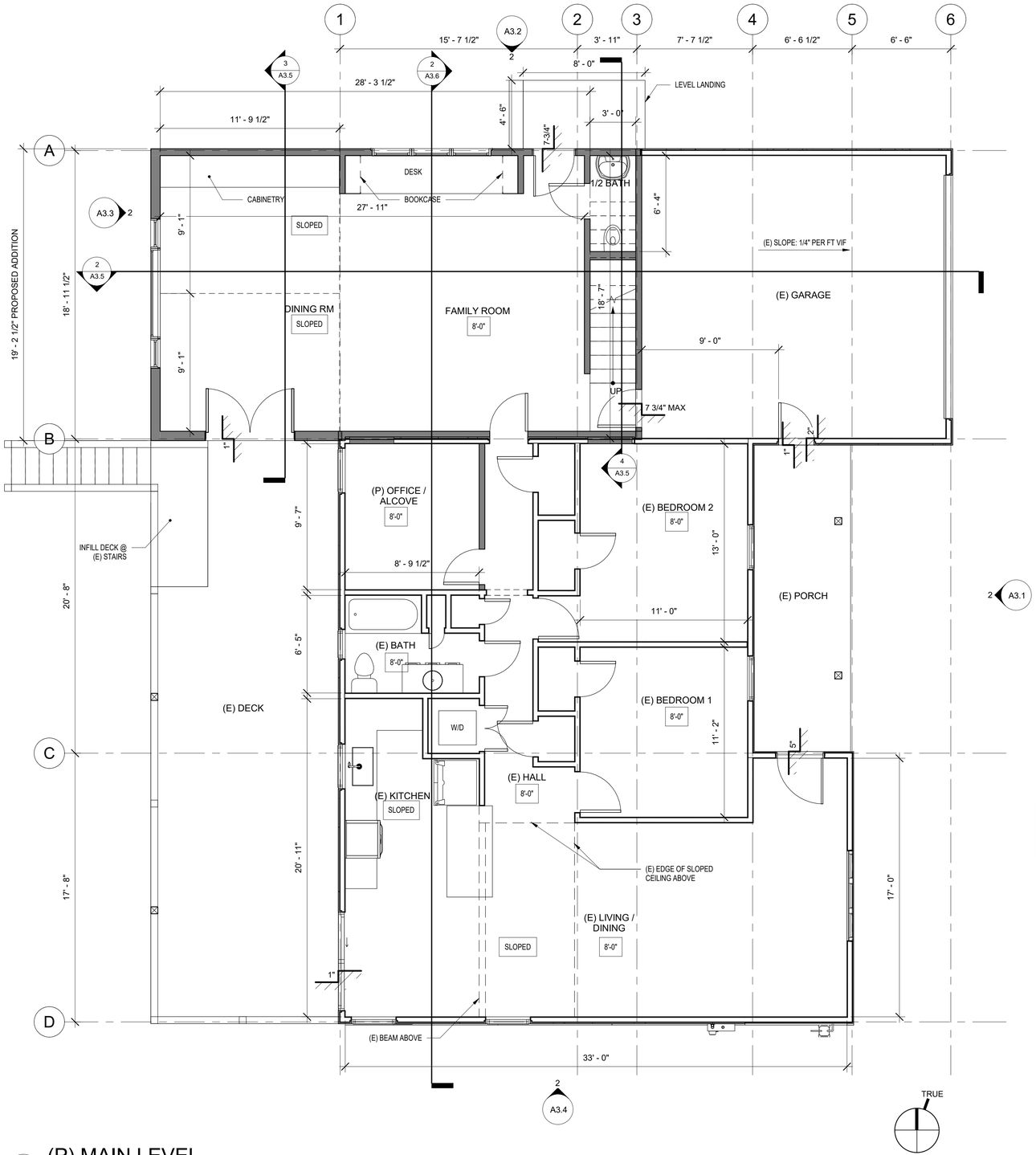


3 (P) PARTIAL LOWER LEVEL

1/4" = 1'-0"



1 (P) MAIN LEVEL

1/4" = 1'-0"

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(P) PLANS

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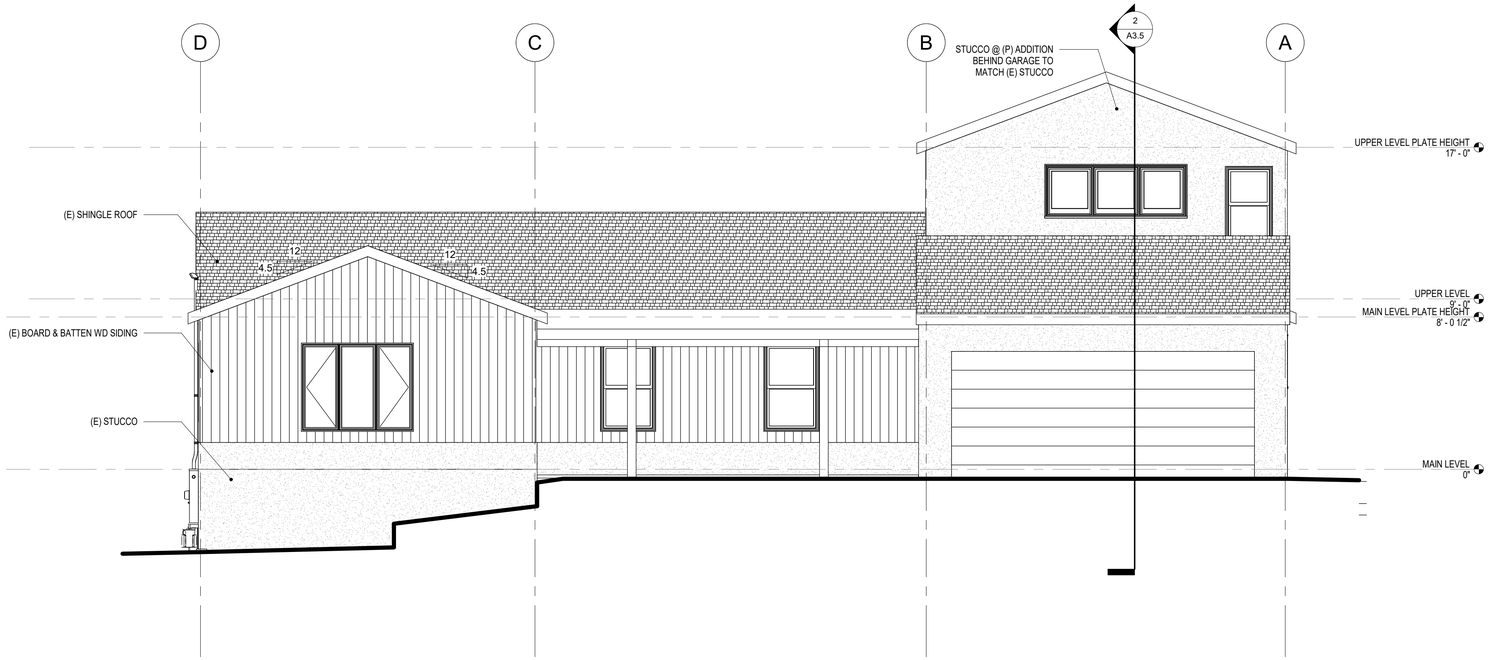
A2.2



2 (P) EAST ELEVATION

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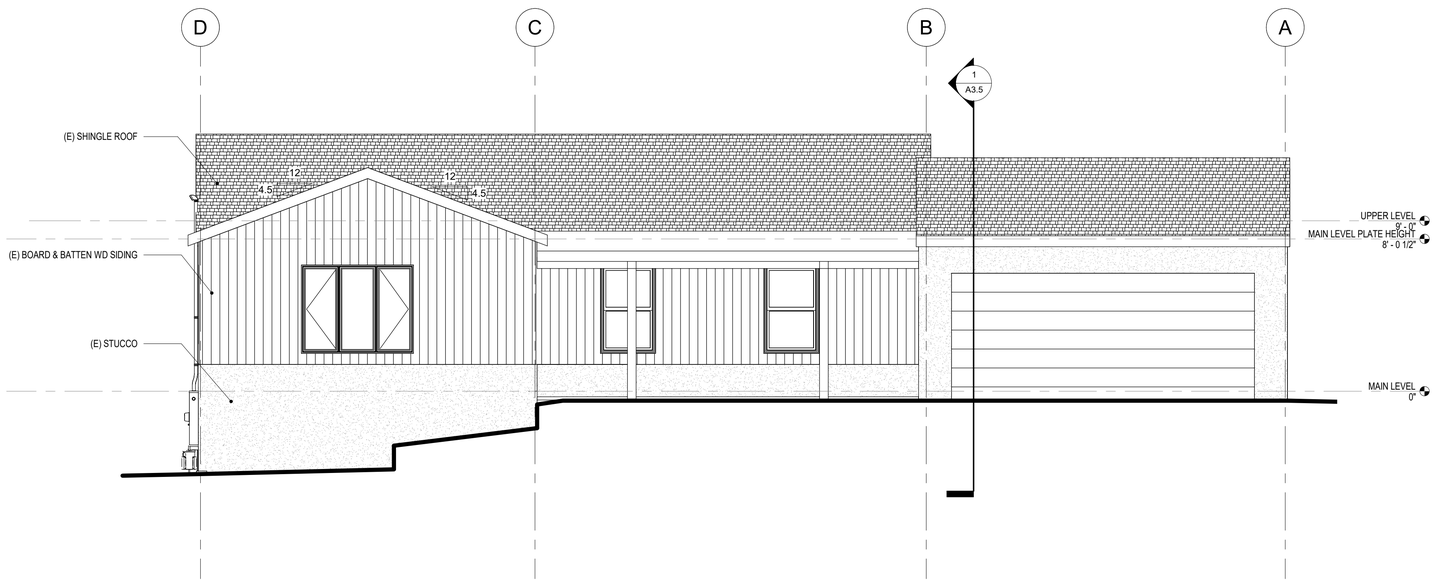

1 (E) EAST ELEVATION

1/4" = 1'-0"

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(E) & (P) ELEVATIONS

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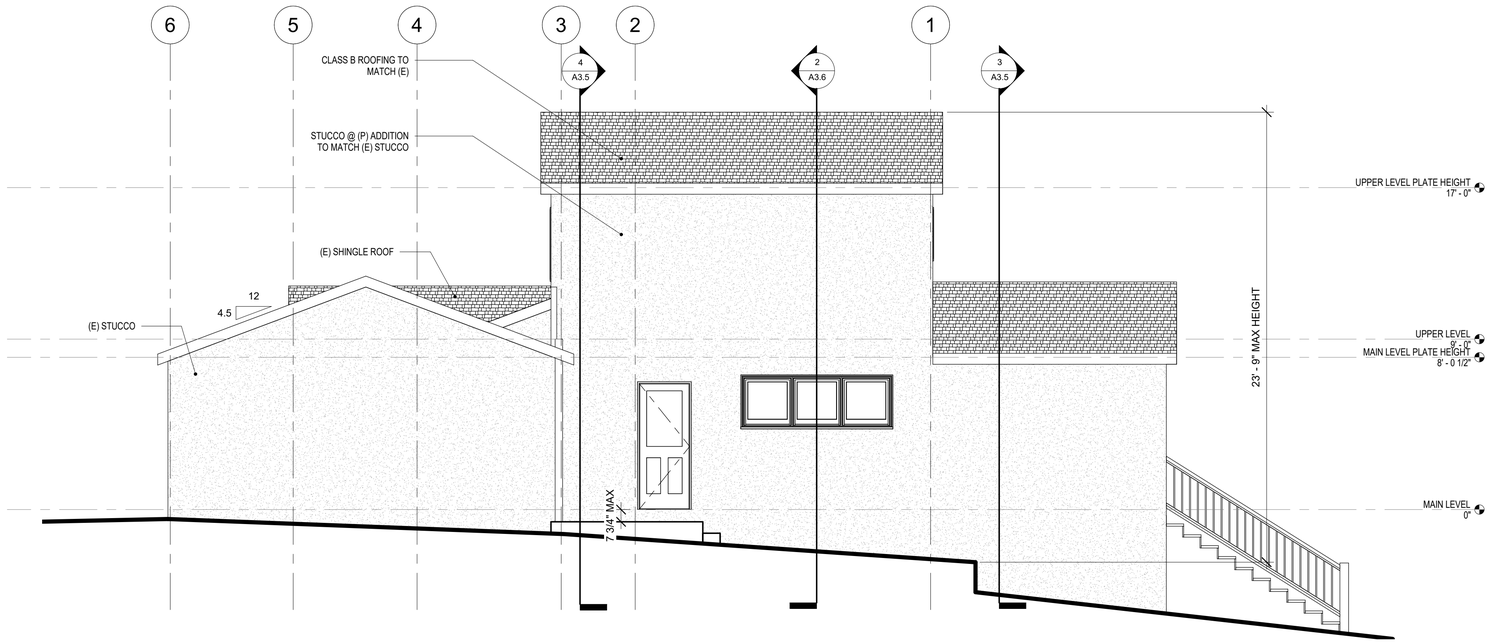

2 (P) NORTH ELEVATION

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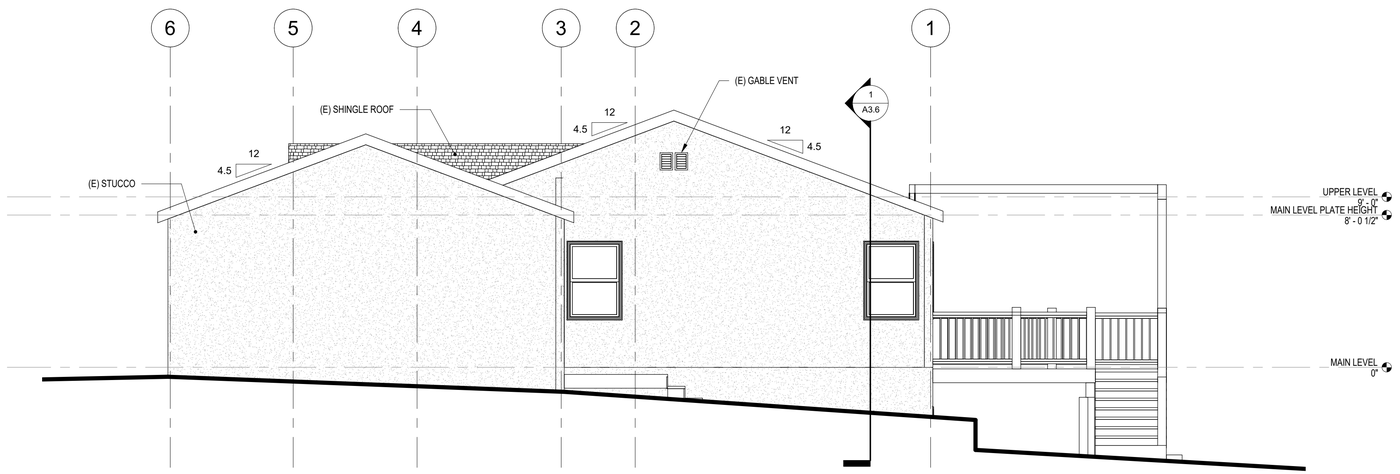

1 (E) NORTH ELEVATION

1/4" = 1'-0"

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	DEVELOPMENT PLAN	07/10/2023

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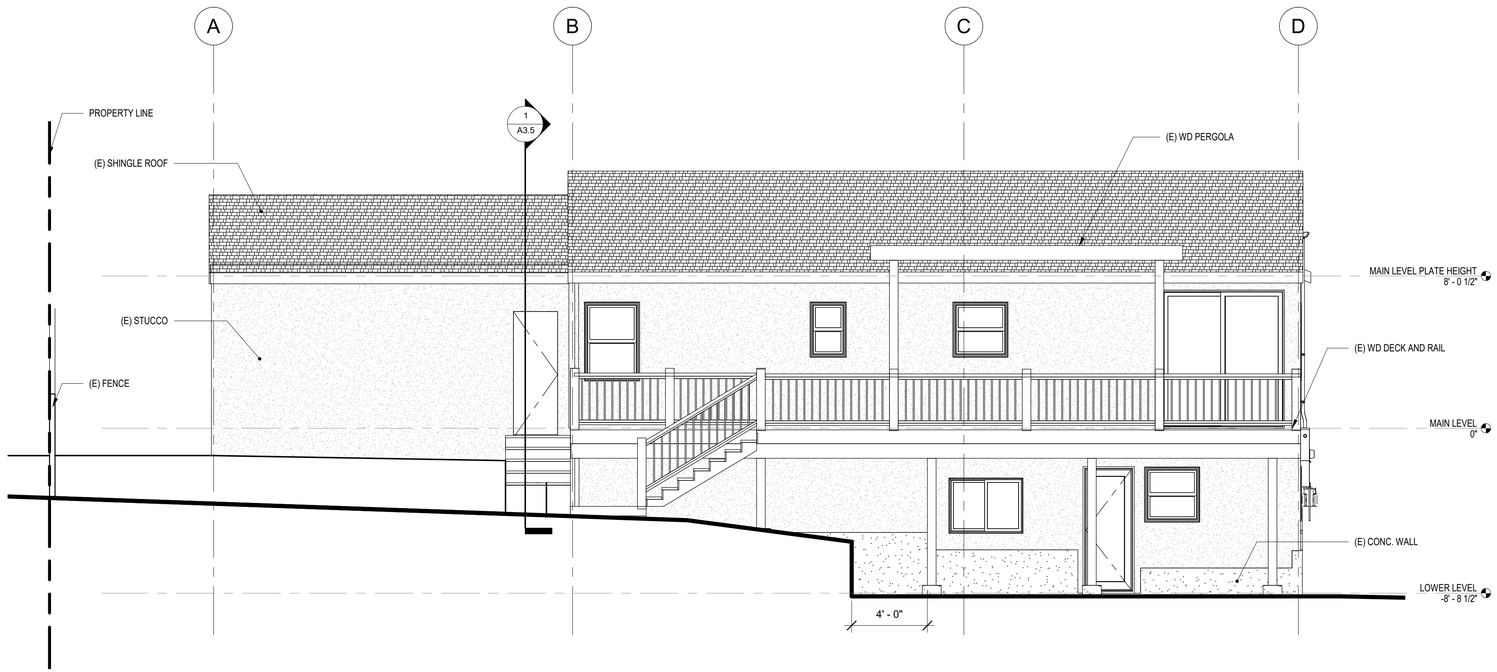
2 (P) WEST ELEVATION

1/4" = 1'-0"



1 (E) WEST ELEVATION

1/4" = 1'-0"

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(E) & (P) ELEVATIONS

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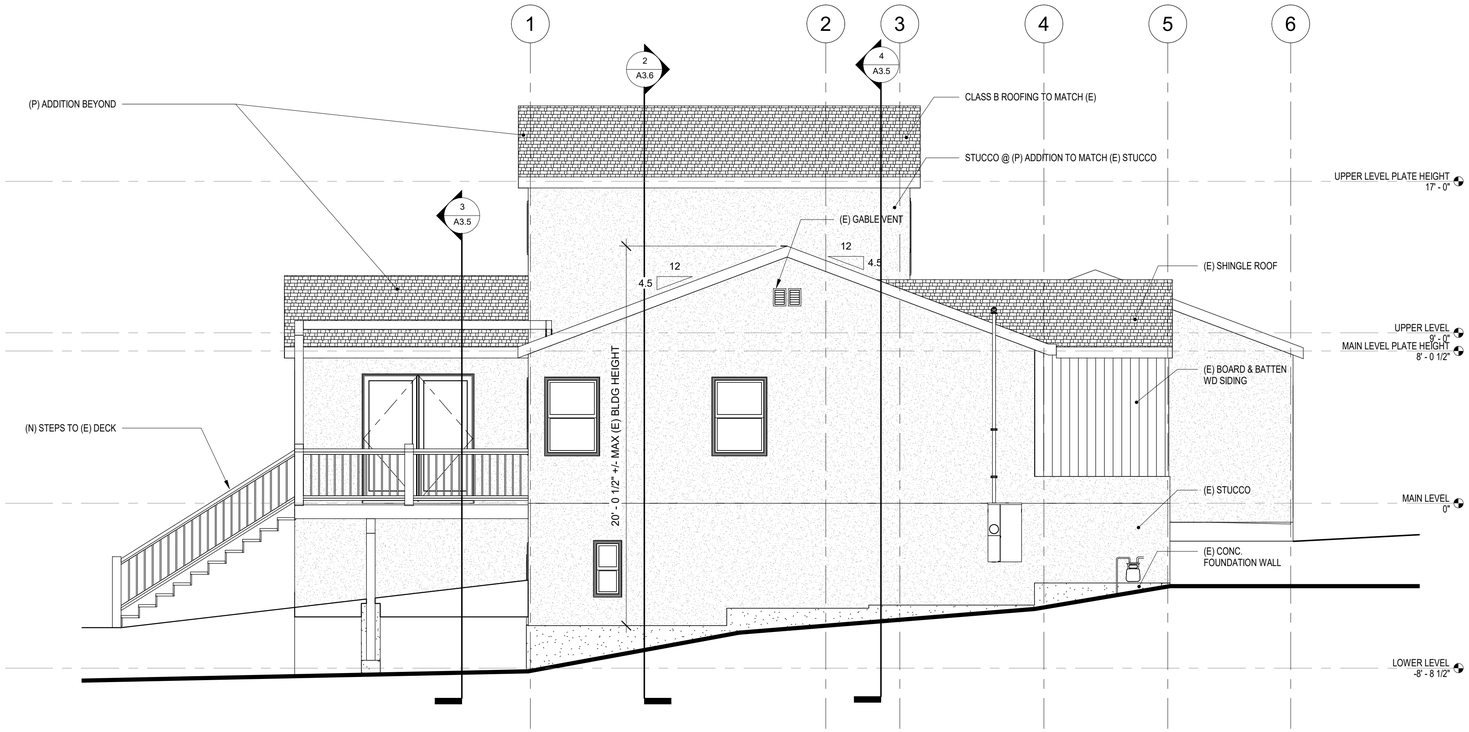
A3.3



2 (P) SOUTH ELEVATION

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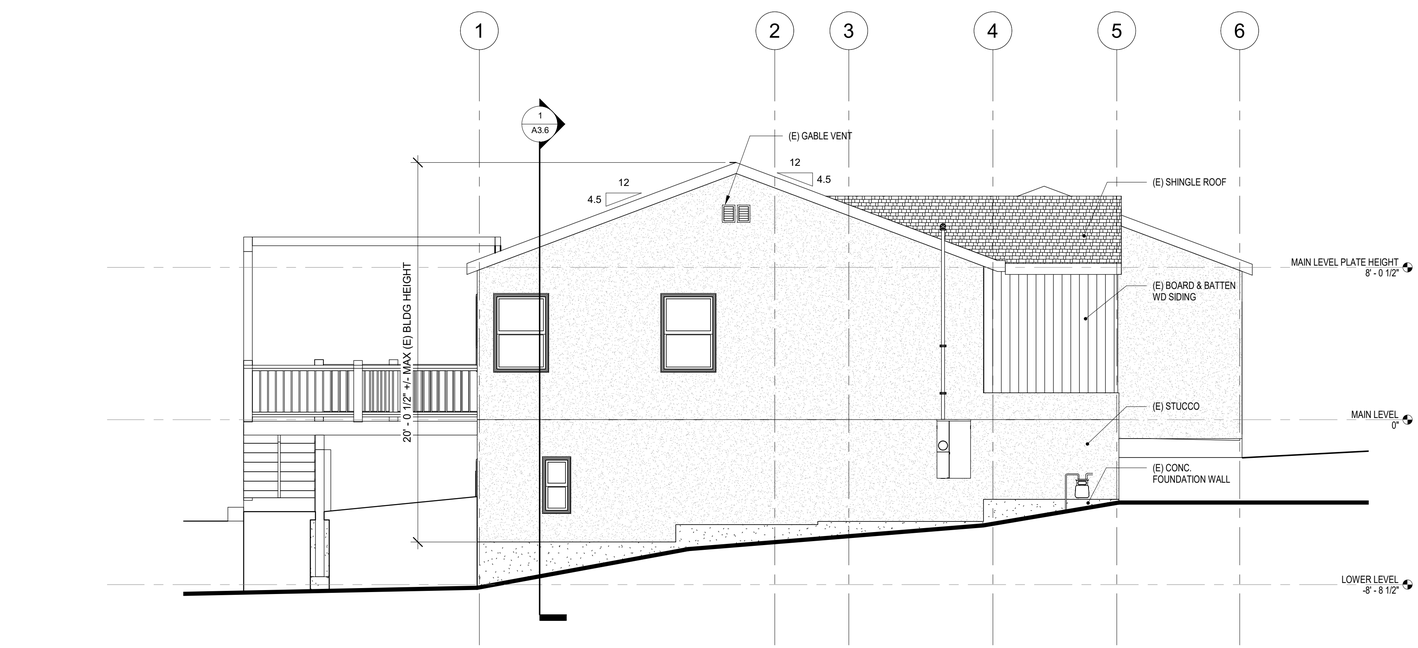

1 (E) SOUTH ELEVATION

1/4" = 1'-0"

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PROJECT ISSUE RECORD		
#	REVISION	DATE
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(E) & (P) ELEVATIONS

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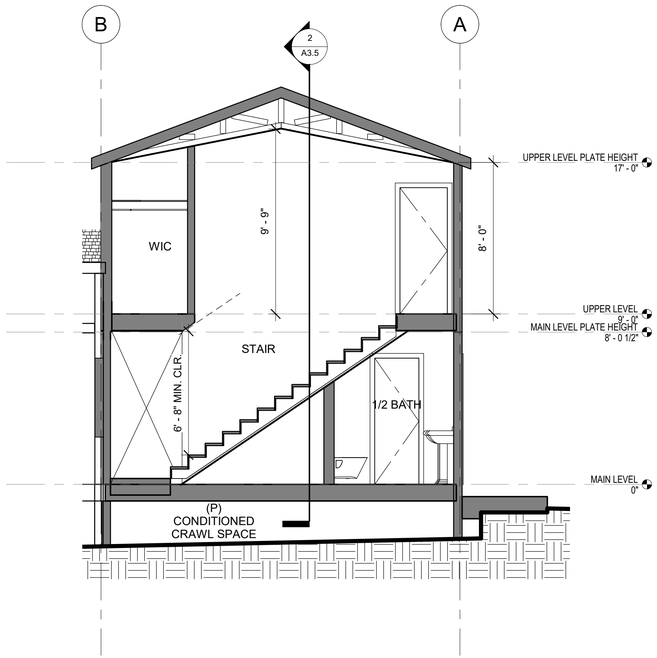

4 (P) STAIR SECTION

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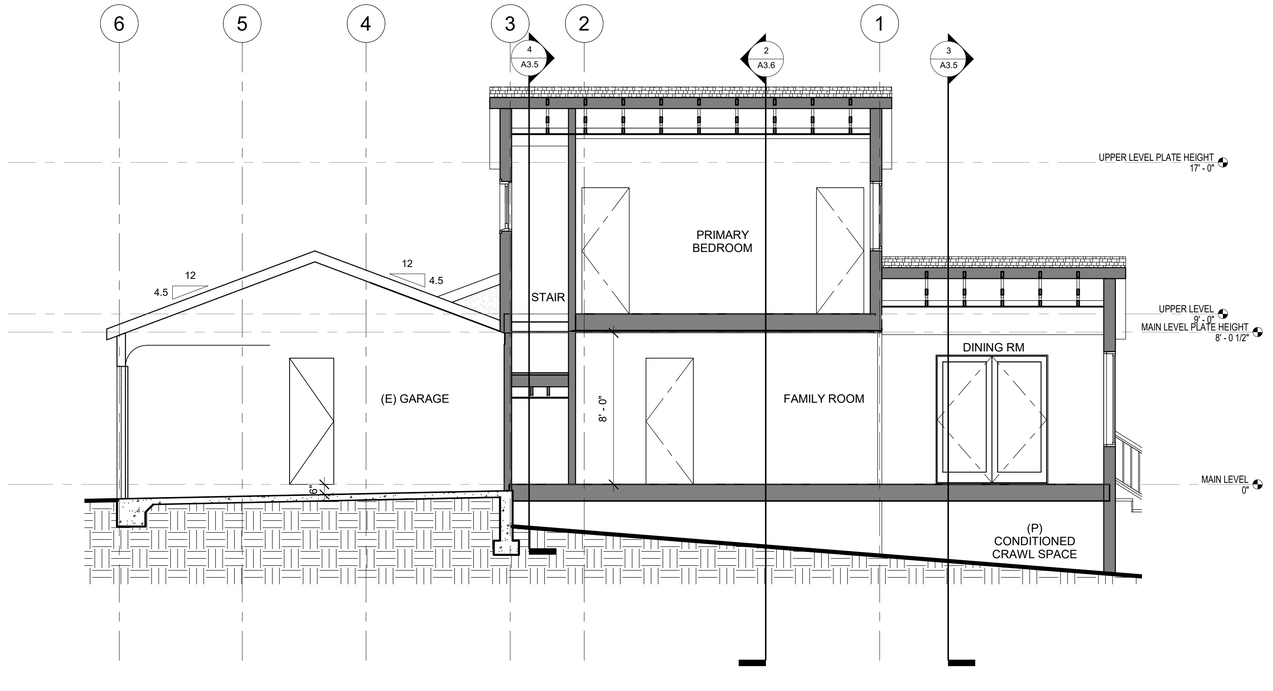
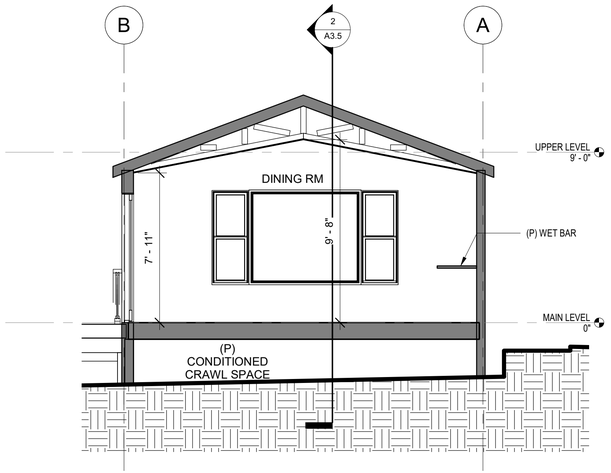


2 (P) BUILDING SECTION 1

1/4" = 1'-0"



3 (P) BUILDING SECTION 2

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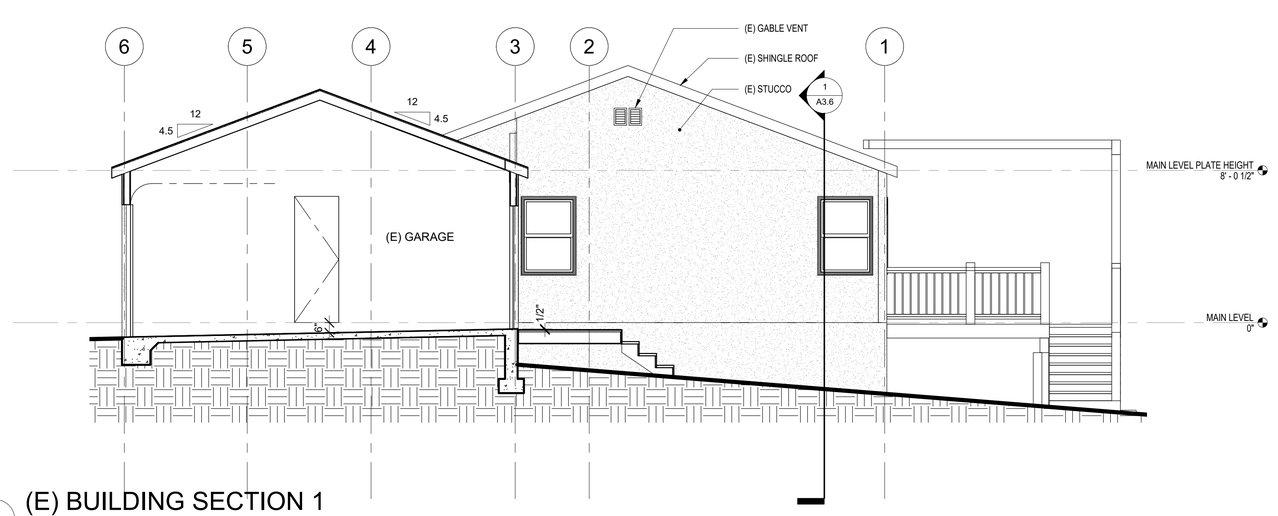

1 (E) BUILDING SECTION 1

1/4" = 1'-0"

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94707

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PROJECT ISSUE RECORD		
#	REVISION	DATE
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(E) & (P) SECTIONS

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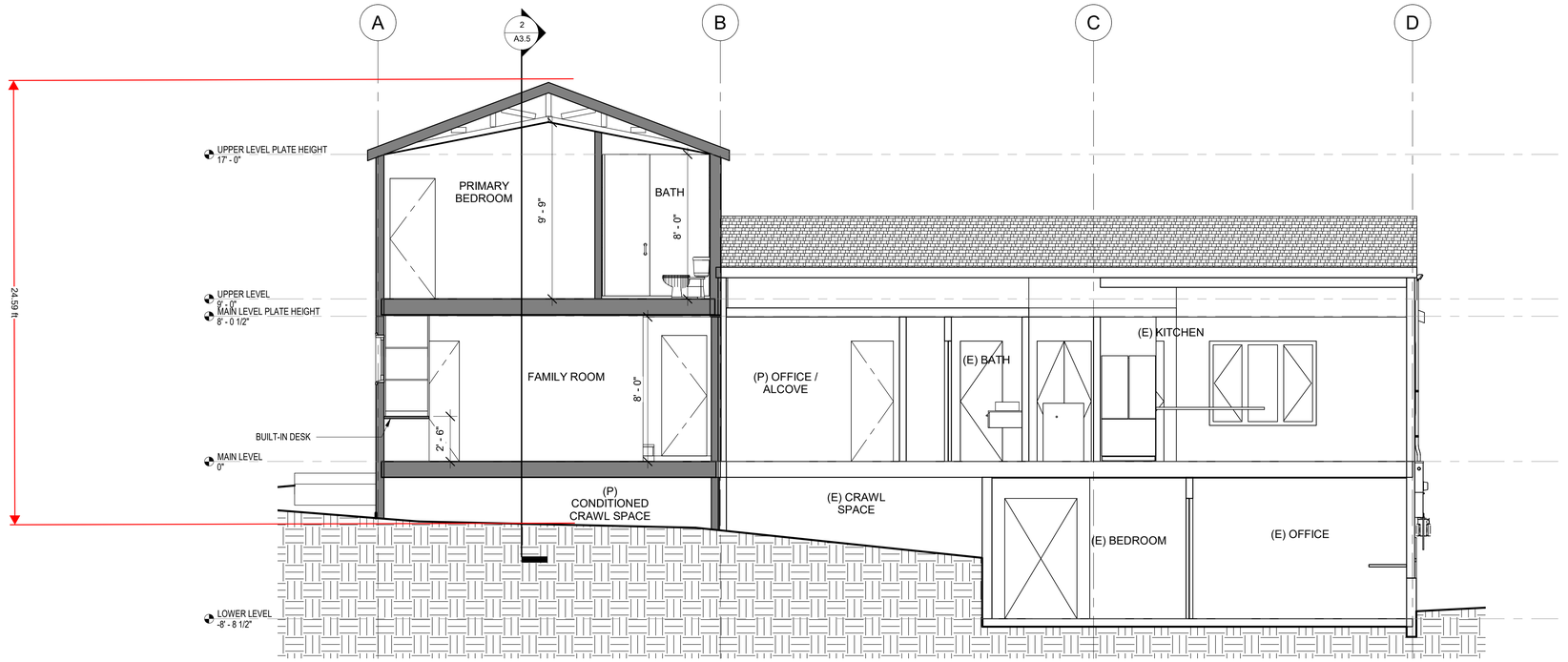

2 (P) BUILDING SECTION 3

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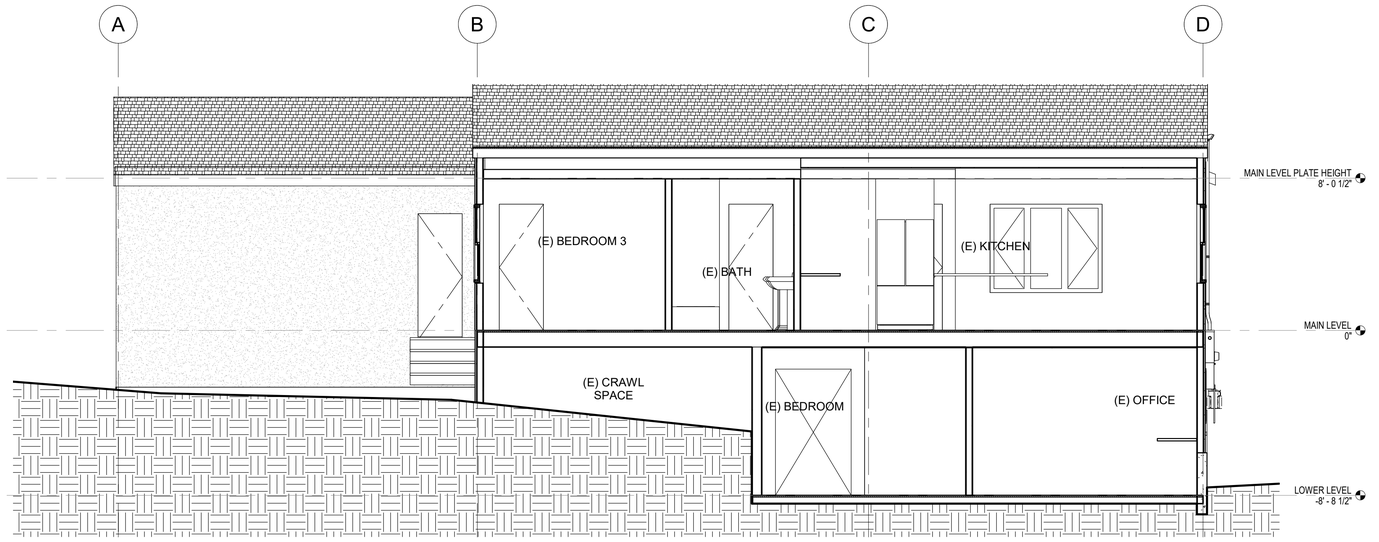

1 (E) BUILDING SECTION 3

1/4" = 1'-0"

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(E) & (P) SECTIONS

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A3.6

EXHIBIT 4

STAFF REPORT FOR THE FEBRUARY 5, 2024 ZONING ADMINISTRATOR MEETING

Department of Conservation and Development

County Zoning Administrator

Monday, February 5, 2024 – 1:30 P.M.

STAFF REPORT **Agenda Item #____**

Project Title:	40 Anson Way Kensington Design Review Development Plan
County File(s):	CDDP23-03024
Applicant/Owners:	Cari Rosner Jelen (Applicant) / Elena Saxonhouse (Owner)
Zoning/General Plan:	R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, -K Kensington Combining District / SH Single-Family Residential-High Density
Site Address/Location:	40 Anson Way in the Kensington area of unincorporated Contra Costa County (APN: 572-233-012)
California Environmental Quality Act (CEQA) Status:	Categorical Exemption, CEQA Guidelines Section 15301(e)(2)
Project Planner:	Adrian Veliz, Senior Planner, (925) 655-2879 adrian.veliz@dcd.cccounty.us
Staff Recommendation:	Approve (See section II for full recommendation)

I. PROJECT SUMMARY

The applicant requests approval of a Kensington Design Review Development Plan to allow a 993 square-foot two-story addition to the northern side of an existing single-family residence.

II. RECOMMENDATION

Department of Conservation and Development, Community Development Division (CDD) staff recommends that the County Zoning Administrator:

A. FIND that the project is categorically exempt from CEQA under Section 15301(e)(2) of the CEQA Guidelines.

B. APPROVE Kensington Design Review Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to an existing single-family residence, subject to the attached findings and conditions of approval.

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

III. GENERAL INFORMATION

A. General Plan: SH Single-Family Residential – High Density.

B. Zoning: R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, -K Kensington Combining District.

C. California Environmental Quality Act (CEQA): CEQA Guidelines Section 15301(e)(2) Existing Structures, Class I exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan.

D. Previous Application:

CDKR23-00010: This application for Kensington Design Review for a two-story residential addition was submitted on May 11, 2023. A Notice of Intent to Render an Administrative Decision was sent to property owners within 300 feet of the subject parcel on June 1, 2023. On June 7, 2023, the CDD received a written request for a hearing, and the applicant submitted an application for the CDDP23-03024 Development Plan on July 11, 2023.

IV. SITE/AREA DESCRIPTION

The property at 40 Anson Way is an 8,800 square-foot parcel located on the west side of Anson Way approximately 330 feet north of the intersection of Anson Way and Eureka Avenue. Eureka Avenue slopes downward to the west into the City of El Cerrito. The subject parcel slopes downward from northeast to southwest.

The project neighborhood, including the subject parcel, is comprised of single-family residences. The terrain in this part of Kensington consists of moderate to steeply sloped hillsides. Generally, elevation increases north and east of the site, whereas areas south and west of the site are located downslope. Due to the topography of the area many homes in the neighborhood have distant views to the west of city skylines, the San Francisco Bay, Golden Gate Bridge and/or Bay Bridge.

The subject parcel is rectangular in shape, having a width of 80 feet along Anson Way and a depth of 110 feet. The parcel includes a 1,357 square-foot single-family residence, which was originally constructed in 1946

V. PROJECT DESCRIPTION

The applicant requests approval of a Development Plan to allow a 993 square-foot two-story addition behind an existing garage on the northern side of the existing single-family residence. Currently, the northern side of the existing residence is one-story and approximately 13 feet in height. The two-story addition would expand the residential footprint and increase the northerly height of the home to 24 feet.

VI. AGENCY COMMENTS

An Agency Comment Request packet for the proposed residential addition was sent on March 14, 2023, to a number of public agencies, including Building Inspection Division, Kensington Fire Protection District, Stege Sanitary District, East Bay Municipal Utility District, and Kensington Municipal Advisory Council. Agency comments received by staff are included in Attachment 3. Following are summaries of the agency comments received.

A. East Bay Municipal Utility District: On July 28, 2023, the East Bay Municipal Utility District submitted a memorandum stating that if additional water service is needed, the applicant should contact their New Business Office and that new water service will not be provided unless applicable water efficiency measures are installed.

   An Advisory Note is included in the Conditions of Approval and Advisory Notes whereby the applicant is responsible for contacting the East Bay Municipal Utility District regarding additional water service.

B. Kensington Municipal Advisory Council (MAC): On October 26, 2023, the Kensington MAC submitted an email stating that at its meeting on October 25, 2023, the MAC recommended approval of the application by a vote of 3-1, with a fifth member abstaining.

VII. REQUEST FOR PUBLIC HEARING

On June 7, 2023, the neighboring property owner at 36 Anson Way, located adjacent to and north of the subject parcel submitted a letter requesting a public hearing on Kensington Design Review CDKR23-00010. The letter is included in Attachment 4. In the letter, the neighboring property owner requested an opportunity to discuss the compatibility of the proposed addition and its impact on adjacent residences.

VIII. STAFF ANALYSIS

A. General Plan Consistency: The subject parcel at 40 Anson Way is located within the SH Single-Family Residential – High Density General Plan land use designation. The SH designation is intended to promote the orderly development of single-family residential neighborhoods. The project entails an addition to increase living area within an existing 1,357 square-foot single-family residence by 993 square feet. The proposed addition does not change the established residential use of the site, it's residential density, or lot size. Thus, the single-family residential nature of the project does not conflict with the intent and purpose of the SH designation.

The project is also subject to the Policies for the Kensington Area, Policies 3-211 through 3-215 of the General Plan Land Use Element. Collectively, these policies provide for reasonable review of new residential development with protection for existing residences in the Kensington community. New residential projects are evaluated for view impacts, design compatibility, privacy, and solar access. The project's compliance with each of these policies is discussed below.

Additionally, this report includes discussion of the proposed design, including view impacts, design compatibility, parking, privacy, and solar access, as required by General Plan policies for the Kensington area. Therefore, the project is consistent with General Plan Policies 3-211 through 3-215.

Policy 3-211: *Allow for the review of new residential development that provides reasonable protection for existing residences in the Kensington community with*

regard to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight.

This project was initially submitted to the CDD as administrative Kensington Design Review application CDKR23-00010. Upon the CDD's receipt of a written request for a public hearing on the CDKR23-00010 application in response to public notifications associated therewith, the applicant submitted the current CDDP23-03024 Development Plan application in order to continue the planning process. The processing of this application, culminating in a Zoning Administrator decision at a noticed public hearing, provides reasonable protection for neighboring property owners by providing a process including public notification and allowing additional opportunities for concerned neighbors to comment on the project before a decision is made. As discussed in detail within the Zoning Compliance section of this report, staff finds the proposed residential addition to be consistent and compatible with the surrounding neighborhood and does not anticipate that the addition would have a substantial impact on views, privacy, or solar access for neighboring properties.

Policy 3-212: *Preservation of views of scenic natural features (e.g. Bay, mountains) and the developed environment (e.g., bridges, San Francisco skyline) should be incorporated into the review of development applications.*

Section 84-74.404(r) of the Kensington Combining District Ordinance (County Code Chapter 84-74) defines "view" as *"a scene from a window in habitable space of a neighboring residence. The term 'view' includes both up-slope and downslope scenes, but is distant or panoramic range in nature, as opposed to short range."* The subject parcel and neighboring parcels are situated on a western facing slope that descends steeply to the west towards the City of El Cerrito. The topography of the area is such that it allows many homes on the hillside to enjoy distant westerly views of city skylines, the San Francisco Bay, Golden Gate Bridge and/or Bay Bridge. On October 6, 2023, at the request of the Kensington MAC, the applicant installed story poles on the subject parcel in order to simulate the height and building mass of the proposed addition. On October 20, 2023, staff was permitted to view the story poles from two neighboring residences at 36 Anson Way (adjacent to and north of the subject parcel) and 39 Anson Way (across the street to the east of the subject parcel) in order to assess potential view impacts. Aesthetically, the proposed addition would have the greatest impact on a southern facing window on the second story of the residence at 36 Anson Way. Existing views from this southern facing window

predominantly consist of neighboring residences and neighborhood trees. Since these existing views are not distant or panoramic in nature, they do not constitute a "view" as defined by the Kensington Combining District Ordinance. Based on the October 20, 2023 site visit, the proposed addition does not substantially degrade any existing "view" – as defined by the aforementioned County Ordinance - from within any neighboring residence. Therefore, the project preserves views in a manner consistent with Policy 3-212. Staff photographs depicting the story poles from neighboring residences are included in this report as Attachment 5.

Policy 3-213: *Review proposed residential development for design compatibility with nearby development (e.g. building mass, height, mechanical devices) and provisions for adequate parking.*

The project neighborhood consists of a mix of one- and two-story single-family residences. Considering that two-story residences presently exist on immediately adjacent parcels to the north, south, east, and west, the building mass of the proposed two-story addition is consistent and compatible with the design of existing residential development in the vicinity. Additionally, the proposed addition would have a height of 24 feet, which is substantially less than the 35-foot maximum for residential development in the R-6 Single-Family Residential District pursuant to Section 84-4.802 of the County Code. Further, the existing two-car garage on the subject parcel meets the off-street parking requirement for the R-6 District pursuant to Section 84-4.1202 of the County Code. Therefore, based on the foregoing discussion, the project is considered compatible with existing development in the vicinity in terms of design, height, and the provision of adequate parking.

Policy 3-214: *New residential development will be reviewed against realistic impacts of privacy and sunlight on surrounding neighbors.*

Staff has evaluated the project to determine whether realistic impacts of privacy and sunlight would expectedly arise from the addition. The addition is not expected to affect the privacy or solar access on neighboring parcels to any significant degree, as discussed in detail in the below Zoning Compliance Section B.3 below.

Policy 3-215: *Consideration will be given to review of non-residential development in the Kensington community with Policies 3-211 through 3-213 herein.*

The proposed project is a residential addition to an existing single-family residence. Thus, this policy does not apply.

B. Zoning Compliance: The subject parcel is located in the R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, and -K Kensington Combining District. The proposed project does not involve removal or addition of any tree, and therefore, the regulations of the Tree Obstruction of Views Combining District do not apply to this application.

The intent and purpose of the R-6 District is to facilitate orderly development and maintenance of high-density, single-family residential neighborhoods. The proposed residential addition conforms to all R-6 development standards (e.g. front setback, side and rear yards, building height, off- street parking). Therefore, the proposed addition to an existing single-family residence meets the intent and purpose of the R-6 District.

The Kensington Combining District includes seven criteria for approval of the Development Plan. As detailed below, the project satisfies all seven criteria.

1. *Recognizing the rights of property owners to improve the value and enjoyment of their property.*

   Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within

the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale, and design.*

   Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. *Minimizing impacts upon surrounding neighbors*.

   Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section 84-74.204(b) of the Kensington Combining District Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

   - Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or southern facing windows, the project would not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

   - Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition

would expand the residential footprint and increase the northerly height of the home to 24 feet.

The proposed addition would be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project would be expected to have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

The proposed addition would be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and would be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

In a letter dated September 18, 2023, included with this report as Attachment 6, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org) that shows the movement

of the sun for a certain date at a certain place, staff has prepared a Shadow Analysis (Attachment 7) to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. *Protecting the value and enjoyment of the neighbors' property.*

   Finding: As previously mentioned, the addition would not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition would preserve the value and enjoyment of the neighbors' property.

5. *Maintaining the community's property values*.

   Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve a incompatible land use that would conflict with the surrounding residential community in a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. *Maximizing the use of existing interior space.*

   Finding: The existing single-family residence consists of a main floor at street level having approximately 1,202 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners could not feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

7. *Promoting the general welfare, public health, and safety.*

   Finding: The residential addition does not change the land use on the subject parcel and, as described above, would have minimal impact on neighboring properties. The project's compliance with applicable zoning standards and the requirement to obtain building permits will ensure that the addition does not present a hazard to public health and safety for the occupants or community at large. Thus, the project promotes the general welfare, public health, and safety of the Kensington community.

IX. CONCLUSION

A. Construction of the proposed residential addition is consistent with the SH Single-Family Residential-High Density General Plan land use designation and complies with the intent and purpose of the R-6 Single-Family Residential Zoning District and the -K Kensington Combining District. Therefore, staff recommends approval of Kensington Design Review Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to an existing single-family residence, subject to the attached findings and conditions of approval.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024; CARI ROSNER JELEN (APPLICANT), ELENA SAXONHOUSE (OWNER)

FINDINGS

A. Kensington Combining District Findings

County Code Section 84-74.1206(b) requires a project within the Kensington Combining District to satisfy seven criteria to be approved.

1. *Recognizing the rights of property owners to improve the value and enjoyment of their property.*

   Project Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale, and design.*

   Project Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. *Minimizing impacts upon surrounding neighbors.*

   Project Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section

84-74.204(b) of the Kensington Combining District Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

- Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or southern facing windows, the project will not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

- Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition will expand the residential footprint and increase the northerly height of the home to 24 feet.

  The proposed addition will be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project will have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

  The proposed addition will be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and will be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming

residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

In a letter dated September 18, 2023, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org) that shows the movement of the sun for a certain date at a certain place, staff has prepared a Shadow Analysis to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. *Protecting the value and enjoyment of the neighbors' property.*

   Project Finding: As previously mentioned, the addition will not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition will preserve the value and enjoyment of the neighbors' property.

5. *Maintaining the community's property values.*

   Project Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve a noncompatible land use that conflicts with the surrounding residential community in

a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. *Maximizing the use of existing interior space.*

   Project Finding. The existing single-family residence consists of a main floor at street level having approximately 1,202 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners cannot feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

7. *Promoting the general welfare, public health, and safety.*

   Project Finding. The residential addition does not change the land use on the subject parcel and as described above, will have minimal impact on neighboring properties. The project's compliance with applicable zoning standards and the requirement to obtain building permits will ensure that the addition does not present a hazard to public health and safety for the occupants or community at large. Thus, the project promotes the general welfare, public health, and safety of the Kensington community.

D. Environmental Findings

The 993 square-foot two-story addition to the northern side of an existing single-family residence is categorically exempt under CEQA Guidelines Section 15301(e)(2), which provides a Class 1 exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan..

CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024

Project Approval

1. Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to the northern side of an existing single-family residence is **APPROVED**.

2. The Development Plan approval describe above is based on the application and project plans received by the Department of Conservation and Development, Community Development Division (CDD) on July 11, 2023.

3. Any deviation from the approved plans shall require review and approval by the CDD and may require the filing of a new Kensington Design Review application.

Building Permits

5. No construction is approved with this permit. Any construction at the subject parcel will require issuance of building permits from the Department of Conservation and Development, Building Inspection Division, prior to commencement of work.

Application Costs

6. This application was subject to an initial application deposit of $3,000.00, which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of 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 from the date of approval, the application shall be charged interest at a rate of ten percent (10%). The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

Construction

All construction activity shall comply with the following restrictions, which shall be included in the construction drawings.

7. 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.

8. 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.

9. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

10. 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 shall also be visible to ensure compliance with applicable regulations.

11. 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 date the State and Federal holidays occur, please visit the following websites:

Federal Holidays: Federal Holidays (opm.gov)

California Holidays: State Holidays (sos.ca.gov)

12. Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.

ADVISORY NOTES

PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE AND OTHER LEGAL REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, 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, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a ninety-day (90) period after the project is approved.

The 90-day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by this 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 CDD within 90 days of the approval date of this permit.

B. The applicant shall submit building plans to the Building Inspection Division and comply with Division requirements. It is advisable to check with the Division prior to requesting a building permit or proceeding with the project.

C. The applicant must submit building plans to the Kensington Fire Protection District and comply with its requirements. The applicant is advised that plans submitted for a building permit must receive prior approval and be stamped by the Fire Protection District.

D. The applicant is required to submit plans to the Stege Sanitary District for approval. Plans submitted for a building permit must receive prior approval and be stamped by the Sanitary District.

E. The applicant is responsible for contacting the Health Services Department Environmental Health Division regarding its requirements and permits.

F. The applicant is required to comply with the requirements of the East Bay Municipal Utility District.

G. The applicant is responsible for contacting the Contra Costa Mosquito and Vector Control District regarding its requirements and permits.

ATTACHMENTS

ATTACHMENT 1: MAPS

ATTACHMENT 2: PROJECT PLANS

ATTACHMENT 3: AGENCY COMMENTS

ATTACHMENT 4: REQUEST FOR PUBLIC HEARING

ATTACHMENT 5: SITE VISIT PHOTOGRAPHS

ATTACHMENT 6: PUBLIC COMMENTS

ATTACHMENT 7: SHADOW ANALYSIS

ATTACHMENT 1

MAPS

BLAKEMONT M.B. 28-22

TAX CODE AREA

CONTRA COSTA (HIGHGATE RD.)

FRANCISCAN WAY

ANSON WAY

EUREKA AVE.

1" = 100'

21 | 22 | 17 | 24

231 | 232 | 233 | 234

6-4-92 100LSM48

ADDED TO 504-403-019

REVISED	CHANGE	BY
9-25-92	100LSM48	MJ

(CITY OF EL CERRITO)

CORPORATION LINE

PROJECT SITE

P.B. 505

1962 ROLL 9-25-92

ASSESSOR'S MAP

BOOK 572 PAGE 23

7I/I COUNTY OFCONTRA COSTA, C 232

General Plan Map

Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- General Plan
  - SV (Single Family Residential - Ver
  - SL (Single Family Residential - Low
  - SM (Single Family Residential - Me
  - SH (Single Family Residential - Hig
  - ML (Multiple Family Residential - Lo
  - MM (Multiple Family Residential - M
  - MH (Multiple Family Residential - H
  - MV (Multiple Family Residential - V
  - MS (Multiple Family Residential - V
  - CC (Congregate Care/Senior Housi
  - MO (Mobile Home)
  - M-1 (Parker Avenue Mixed Use)
  - M-2 (Downtown/Waterfront Rodeo I
  - M-3 (Pleasant Hill BART Mixed Use
  - M-4 (Willow Pass Road Mixed Use)
  - M-5 (Willow Pass Road Commercia
  - M-6 (Bay Point Residential Mixed U
  - M-7 (Pittsburg/Bay Point BART Sta
  - M-8 (Dougherty Valley Village Cent
  - M-9 (Montalvin Manor Mixed Use)
  - M-10 (Willow Pass Business Park M
  - M-11 (Appian Way Mixed Use)
  - M-12 (Triangle Area Mixed Use)
  - M-13 (San Pablo Dam Road Mixed
  - M-14 (Heritage Mixed Use)
  - CO (Commercial)
  - OF (Office)
  - BP (Business Park)
  - LI (Light Industry)
  - HI (Heavy Industry)
  - AL, OIBA (Agricultural Lands & Off
  - CR (Commercial Recreation)
  - ACO (Airport Commercial)
  - LF (Landfill)
  - PS (Public/Semi-Public)

1: 1,128

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

Notes

Contra Costa County -DOIT GIS

Zoning Map

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

Legend

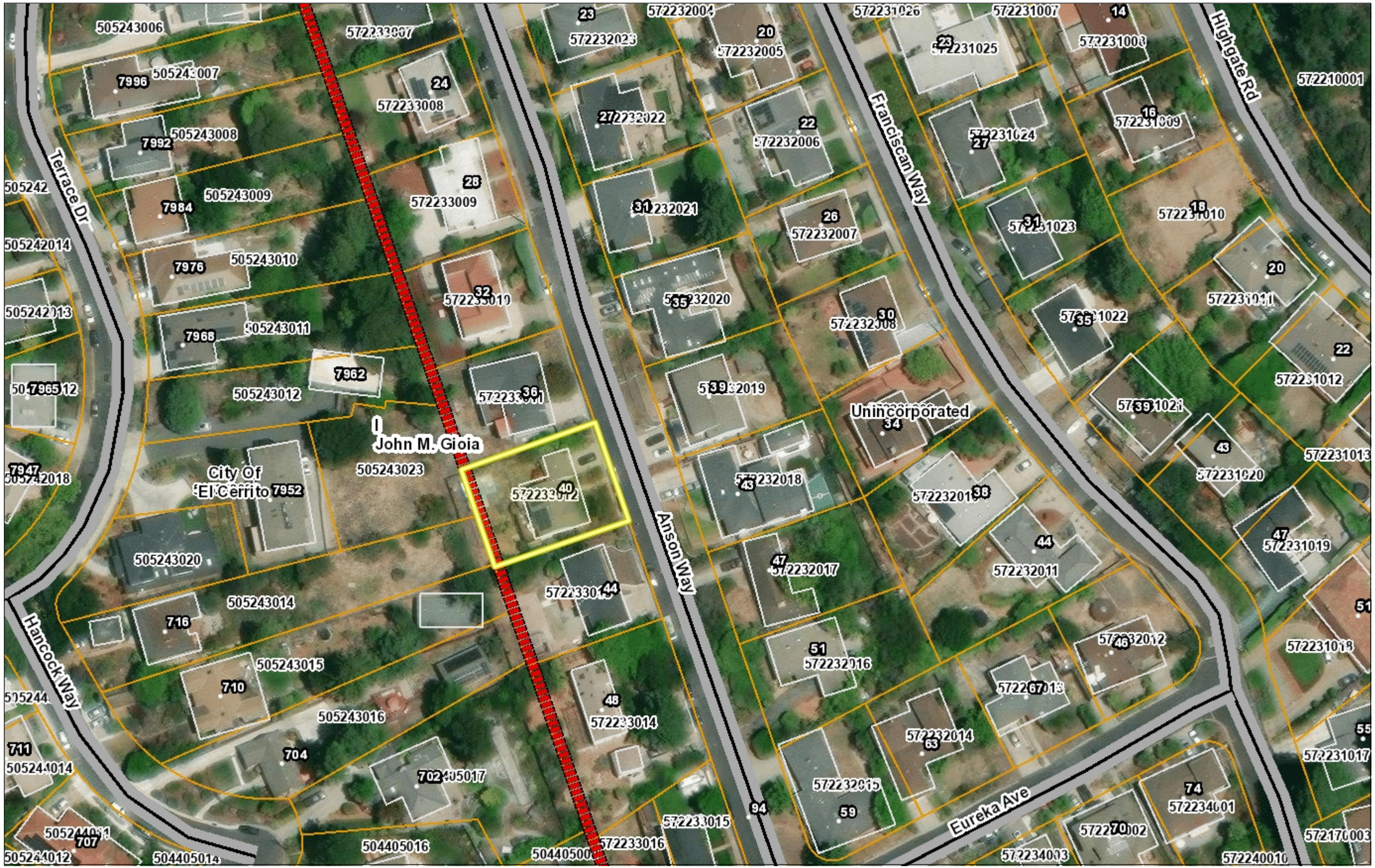
- Board of Supervisors' Districts
- City Limits
- Unincorporated
- Zoning
  - R-6 (Single Family Residential)
  - R-6, -FH -UE (Flood Hazard and A
  - R-6 -SD-1 (Slope Density Hillside D
  - R-6 -TOV -K (Tree Obstruction and
  - R-6, -UE (Urban Farm Animal Exclu
  - R-6 -X (Railroad Corridor Combinir
  - R-7 (Single Family Residential)
  - R-7 -X (Railroad Corridor Combinin
  - R-10 (Single Family Residential)
  - R-10, -UE (Urban Farm Animal Exc
  - R-12 (Single Family Residential)
  - R-15 (Single Family Residential)
  - R-20 (Single Family Residential)
  - R-20, -UE (Urban Farm Animal Exc
  - R-40 (Single Family Residential)
  - R-40, -FH -UE (Flood Hazard and A
  - R-40, -UE (Urban Farm Animal Exc
  - R-65 (Single Family Residential)
  - R-100 (Single Family Residential)
  - D-1 (Two Family Residential)
  - D-1 -T (Transitional Combining Dist
  - D-1, -UE (Urban Farm Animal Exclu
  - M-12 (Multiple Family Residential)
  - M-12 -FH (Flood Hazard Combining
  - M-17 (Multiple Family Residential)
  - M-29 (Multiple Family Residential)
  - F-R (Forestry Recreational)
  - F-R -FH (Flood Hazard Combining
  - F-1 (Water Recreational)
  - F-1 -FH (Flood Hazard Combining D
  - A-2 (General Agriculture)
  - A-2, -BS (Boat Storage Combining
  - A-2, -BS -SG (Boat Storage and So
  - A-2 -FH (Flood Hazard Combining D
  - A-2, -FH -SG (Flood Hazard and So

1: 1,128

Notes

Contra Costa County -DOIT GIS

Aerial Map



0.0 0 0.02 0.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

1: 1,128

Notes

Contra Costa County -DOIT GIS

ATTACHMENT 2

PROJECT PLANS

ABBREVIATIONS

A.D.	AREA DRAIN
ADJ.	ADJUSTABLE
A.F.F.	ABOVE FINISHED FLOOR
AGGR.	AGGREGATE
ASPH.	ASPHALT
ARCH.	ARCHITECTURAL
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
B.O.	BOTTOM OF
BW	BOTTOM OF WALL
CPT.	CARPET
CAB.	CABINET
C.J.	CONSTRUCTION JOINT
C.L.	CENTER LINE
CLOS.	CLOSET
CLG.	CEILING
CLR.	CLEAR
C.O.	CLEAN OUT
COL.	COLUMN
CONC.	CONCRETE
CONT.	CONTINUOUS
CSMT.	CASEMENT
C.T.	CERAMIC TILE
C.S.	COUNTER SINK
DEMO.	DEMOLITION
DET.	DETAIL
D.H.	DOUBLE HUNG
D.F.	DOUGLAS FIR
DIAG.	DIAGONAL
DIM.	DIMENSION
DWGS.	DRAWINGS
DN.	DOWN
DS.	DOWNSPOUT
(E)	EXISTING
E.J.	EXPANSION JOINT
EL.	ELEVATION
EQ.	EQUAL
EXT.	EXTERIOR
F.A.	FIRE ALARM
F.D.	FLOOR DRAIN
FIN.	FINISH
F.O.S.	FACE OF STUD
F.O.C.	FACE OF CONCRETE
F.O.A	FACE OF WALL
FTG.	FOOTING
GA.	GAUGE
GALV.	GALVANIZED
GL.	GLASS
GLU. LAM.	GLUE LAMINATED
G.S.M.	GALV. SHEET METAL
GYP.	GYPSUM
G.W.B.	GYPSUM WALL BOARD
H.B.	HOSE BIBB
HGT.	HEIGHT
H.M.	HOLLOW METAL
HOR.	HORIZONTAL
H.P	HIGH POINT
I.D.	INSIDE DIAMETER
INSUL.	INSULATION
INT.	INTERIOR
JST.	JOIST
J.BOX	JUNCTION BOX
LAB.	LABORATORY
LAM.	LAMINATE
LAV.	LAVATORY
LT.	LIGHT
MAX.	MAXIMUM
MECH.	MECHANICAL
MEMB.	MEMBRANE
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.O.	MASONRY OPENING
MTL.	METAL
MUL.	MULLION
A(N)	NEW
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
O.H.	OVERHEAD
OPG.	OPENING
OPNG.	OPENING
OPP.	OPPOSITE
P.L.	PROPERTY LINE
P/L	PLATE
PLAS.	PLASTER
PLWD.	PLYWOOD
PR.	PAIR
PTD.	PAINTED
R.	RISER
R.D.	RUN
REFR.	REFRIGERATOR
REINF.	REINFORCED
RM.	ROOM
R.O.	ROUGH OPENING
RTG.	RETAINING
SAG	SUPPLY AIR GRILL
S.V.	SHEET VINYL
S.H.	SINGLE HUNG
SHT.	SHEET
SHTG.	SHEATHING
SPEC.	SPECIFICATION
SQ.	SQUARE
S.S.	STAINLESS STEEL
STAGG.	STAGGERED.
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
T.	TREAD
TC	TOP OF CURB
T&G	TONGUE AND GROOVE
THK.	THICK
T.W.	TOP OF WALL
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
VERT.	VERTICAL
V.I.F	VERIFY IN FIELD
W/	WITH
W.C.	WATER CLOSET
WD.	WOOD
W/H	WATER HEATER
W.P	WATERPROOF
W.PT	WORK POINT
YD.	YARD

CODE REQUIREMENTS

STATE CODES:
2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA CALGREEN
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA FIRE CODE

LOCAL CODES :
CONTRA COSTA CODE
KENSINGTON PLANNING ORDINANCE

DRAWING LIST	
ARCHITECTURE	
A0.1	COVER SHEET
A0.2	(E) SITE
A0.3	(P) 3D VIEWS
A0.4	GROSS FLOOR AREA PLANS
A2.1	(E) PLANS
A2.2	(P) PLANS
A3.1	(E) & (P) ELEVATIONS
A3.2	(E) & (P) ELEVATIONS
A3.3	(E) & (P) ELEVATIONS
A3.4	(E) & (P) ELEVATIONS
A3.5	(E) & (P) SECTIONS
A3.6	(E) & (P) SECTIONS

PROJECT INFORMATION

PROJECT ADDRESS:

40 ANSON WAY, KENSINGTON, CA 94707

APN : 572-233-012
ZONING DISTRICT : R6, -TOV, -K
LOT SIZE: 8,800 SF
CONSTRUCTION DATE: 1946
DWELLING UNITS: 1 PRIMARY

SET BACK	ALLOWABLE	EXISTING	DEMO	NEW	COMPLETE
FRONT	20 FT	14'-7 1/2"	---	---	NO CHANGE
SIDE	5 FT / 15 FT AGGREGATE	14'-2 1/2" / 8'-3" 22'-5 1/2" AGG.	---	7'-3"	14'-2 1/2" / 7'-3" 21'-5 1/2" AGG.
REAR	15 FT	55'-0"	---	---	NO CHANGE
HEIGHT IN FEET					
HEIGHT	35	20'-0 1/2" +/-	---	24'-0"	24'-0"
STORIES	2.5	2	---	---	2
PARKING - MIN SIZE 9'-0" X 19'-0" AND SHALL BE ENTIRELY OUTSIDE OF SETBACK					
	1 MIN.	2	---	---	NO CHANGE
GROSS FLOOR AREA PER 84-74.404 (SEE SHEET A0.4 FOR BREAKDOWN)					
	3300 OR KMAC HEARING	2,368.6	70	992.6	3,292.2
LOT COVERAGE					
	NA	2,082 SF	---	635	2,717 SF

GROSS FLOOR AREA HEARING THRESHOLD CALCULATION PER 84-74.802:

THRESHOLD = PARCEL AREA X 0.540-0.00002(PARCEL AREA) AND INCREASED TO THE NEXT HIGHEST ONE HUNDRED UNLESS EVENLY DIVISIBLE BY ONE HUNDRED
THRESHOLD = 8,800 X 0.540-0.00002(8800) = 3,203

GROSS FLOOR AREA HEARING THRESHOLD IS 3,300 SQ FT

SCOPE OF WORK

- 2-STORY ADDITION

PROJECT TEAM

ARCHITECT:

CARI DESIGNS ARCHITECTURE
800 BANCROFT WAY SUITE 200
BERKELEY, CA 94710

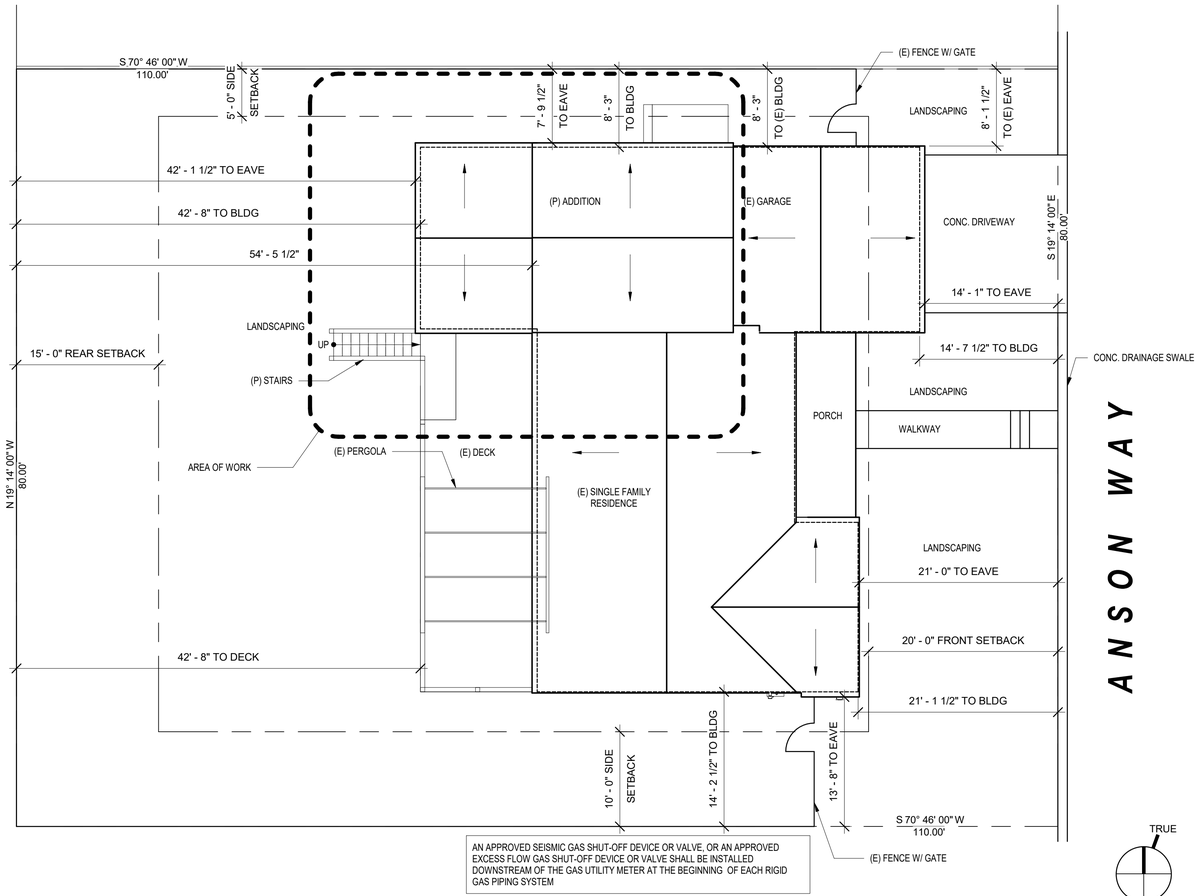
CARI ROSNER JELEN
crj@cari-designs.com
510-467-0768

OWNER:

TULLEY RAFFERTY AND ELENA SAXONHOUSE
40 ANSON WAY
KENSINGTON, CA 94707

hobostew@gmail.com
510-685-9514

2 APN MAP
NTS



AN APPROVED SEISMIC GAS SHUT-OFF DEVICE OR VALVE, OR AN APPROVED EXCESS FLOW GAS SHUT-OFF DEVICE OR VALVE SHALL BE INSTALLED DOWNSTREAM OF THE GAS UTILITY METER AT THE BEGINNING OF EACH RIGID GAS PIPING SYSTEM

1 (P) SITE PLAN
1/8" = 1'-0"

RECEIVED on 7/11/2023 CDDP23-03024
By Contra Costa County
Department of Conservation and Development

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510-467-0768
cari-designs.com
DWELLINGS - EDIFICES - DETAILS

architect's stamp :

approved stamp location :

address :

40 ANSON WAY KENSINGTON, CA 94707

project name :

ADDITION

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#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

COVER SHEET

PROJECT NO:	2229
DRAWN BY:	EP
CHECKED BY:	CRJ
DATE:	05/25/2023

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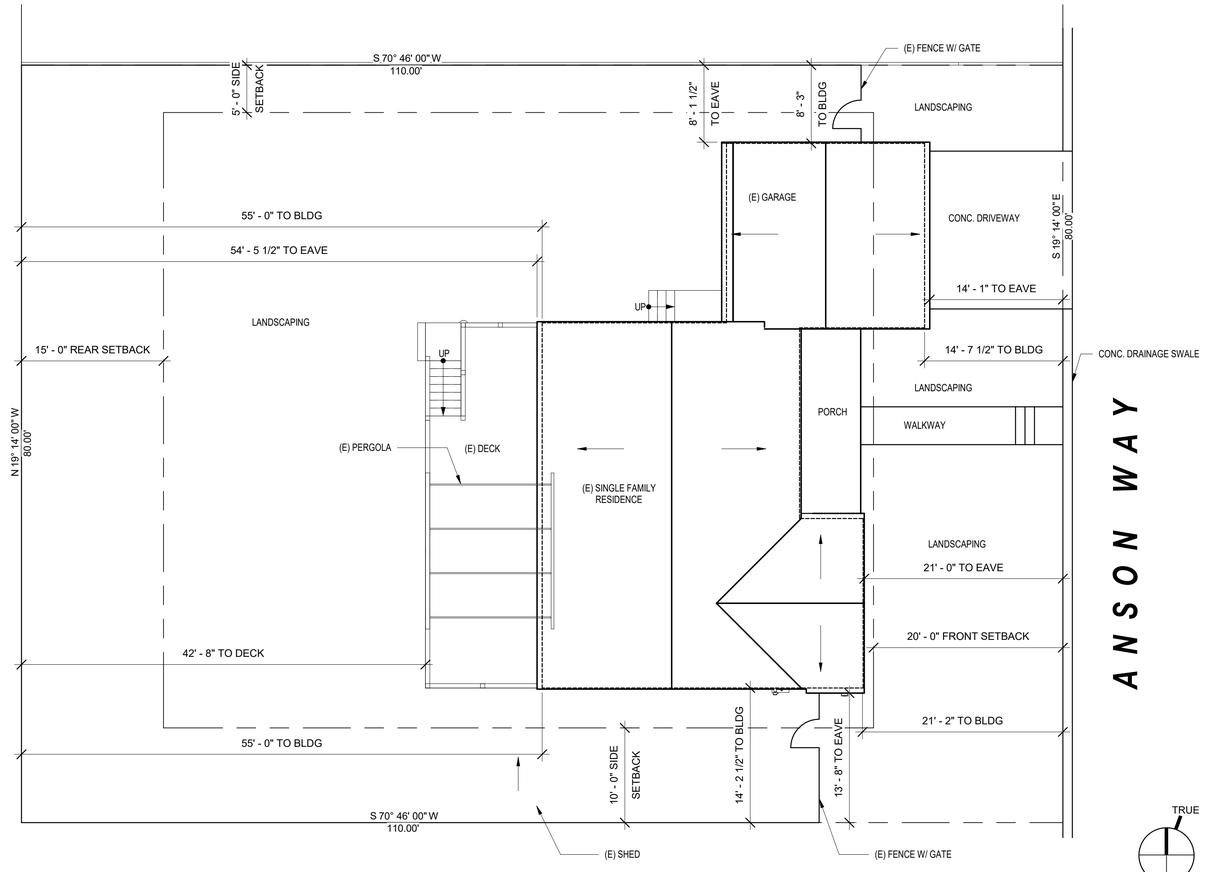
A0.1

APPROXIMATE NEIGHBOR VIEW TO SOUTHWEST (IMPACTED)

APPROXIMATE PARTIAL NEIGHBOR VIEW TO WEST (UN-IMPACTED)



2 (E) SITE PLAN
1/8" = 1'-0"

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architect's stamp :

CARI ROSNER JELEN
C-35976
REN.: JUNE 2023

approved stamp location :

address :

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KENSINGTON, CA
94707**

project name :

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PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

(E) SITE

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DATE:	05/25/2023

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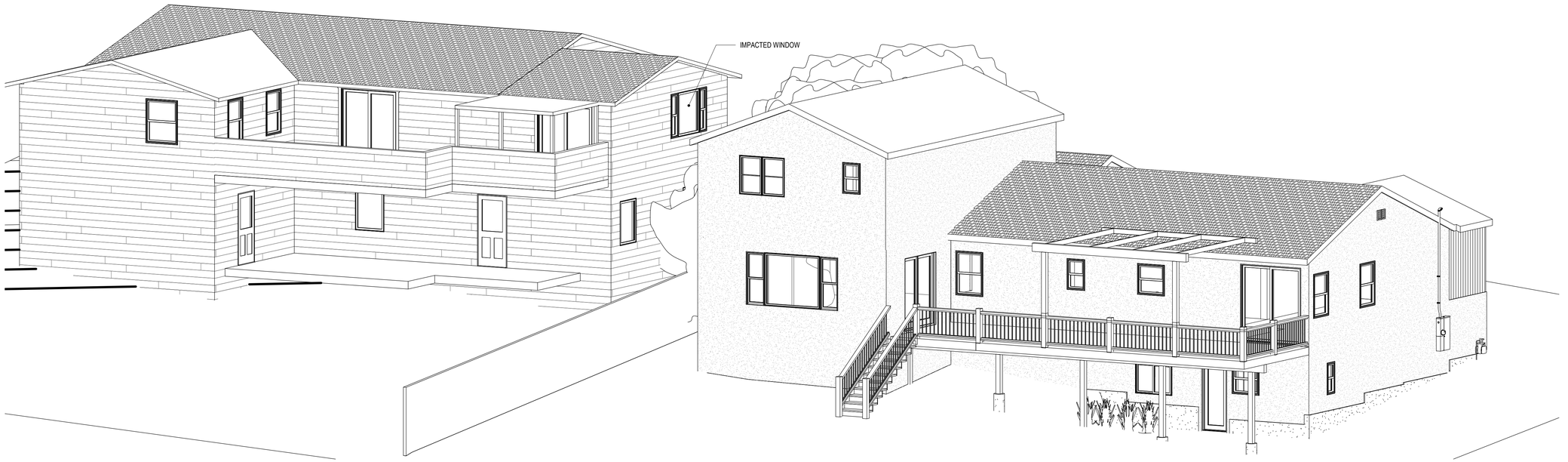
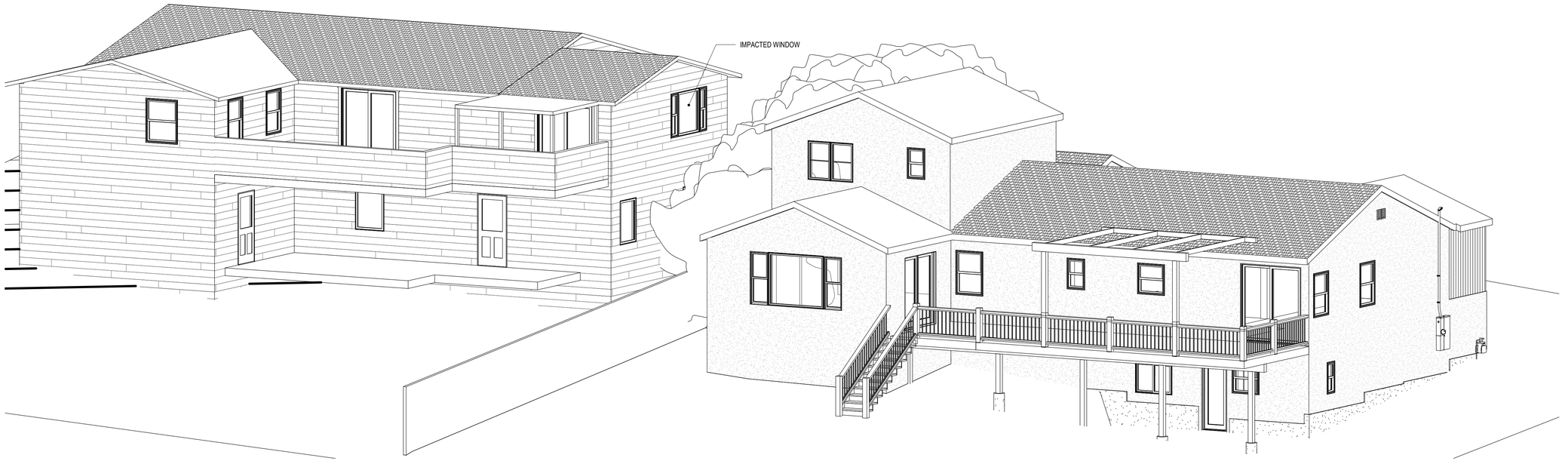


2 3D VIEW - INITIAL PROPOSED DESIGN



1 3D VIEW - PROPOSED DESIGN AFTER NEIGHBOR OUTREACH

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project name :

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	DEVELOPMENT PLAN	07/10/2023

(P) 3D VIEWS

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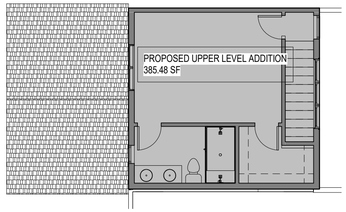
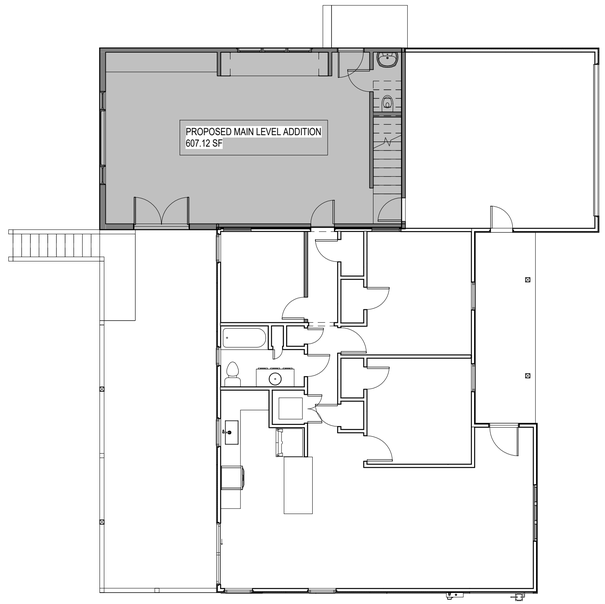
A0.3



5 (P) UPPER LEVEL - GROSS FAR PLAN

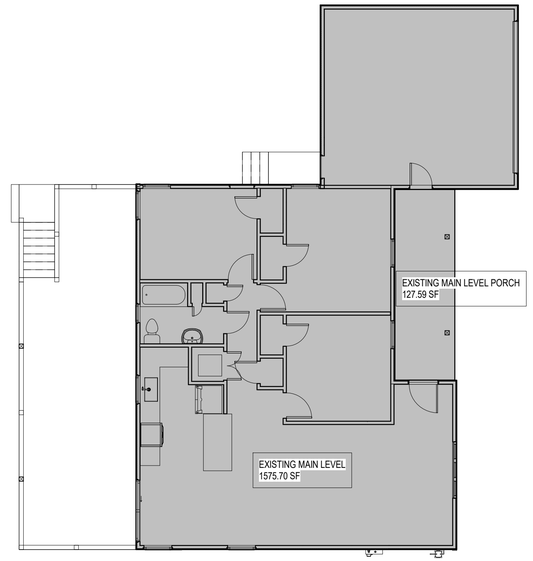
1/8" = 1'-0"

GROSS FLOOR AREA CHART					
		EXISTING	DEMO	PROPOSED	FINAL
LOWER LEVEL	RESIDENCE	372.94 SF	---	---	372.94 SF
	COVERED PATIO	292.40 SF	70.00 SF	---	222.40 SF
MAIN LEVEL	RESIDENCE	1,575.70 SF	---	607.12 SF	2,182.82 SF
	PORCH	127.59 SF	---	---	127.59 SF
UPPER LEVEL	RESIDENCE	---	---	385.48 SF	385.48 SF
PROJECT TOTAL		2,368.63 SF	70.00 SF	992.60 SF	3,291.23 SF



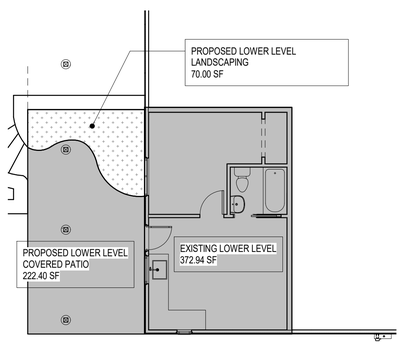
4 (P) MAIN LEVEL - GROSS FAR PLAN

1/8" = 1'-0"



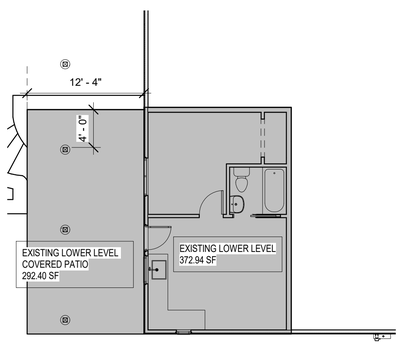
2 (E) MAIN LEVEL GROSS FAR PLAN

1/8" = 1'-0"



3 (P) LOWER LEVEL - GROSS FAR PLAN

1/8" = 1'-0"



1 (E) LOWER LEVEL - GROSS FAR PLAN

1/8" = 1'-0"

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architect's stamp :

approved stamp location :

address :

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project name :

ADDITION

PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

GROSS FLOOR AREA PLANS

PROJECT NO:	2229
DRAWN BY:	Author
CHECKED BY:	Checker
DATE:	05/25/2023

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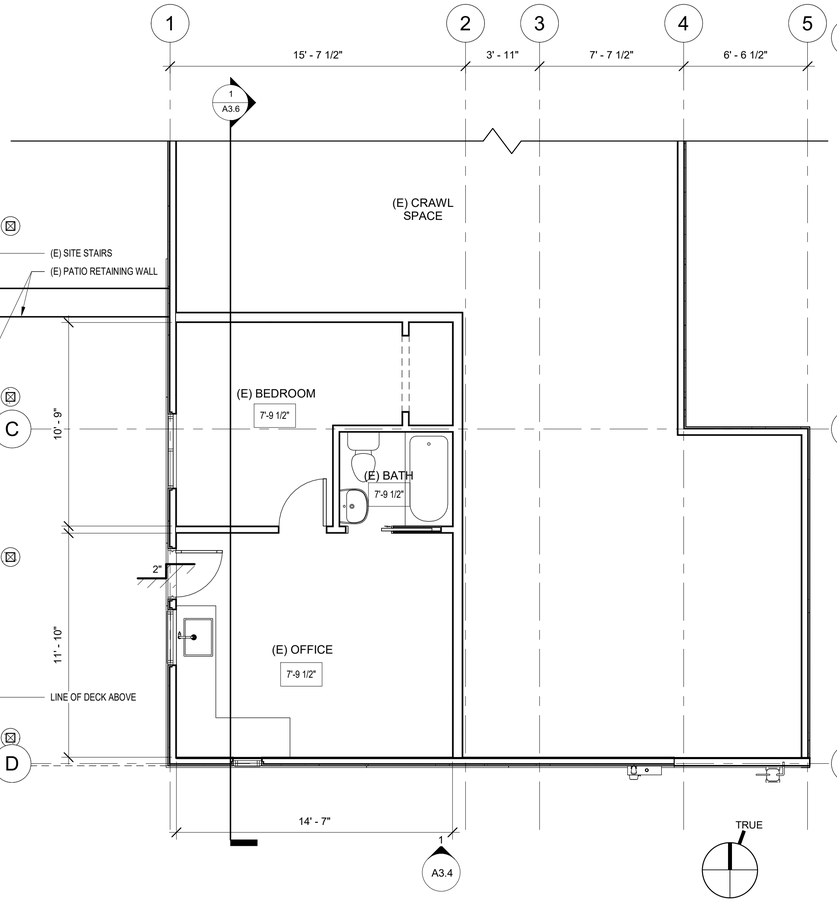
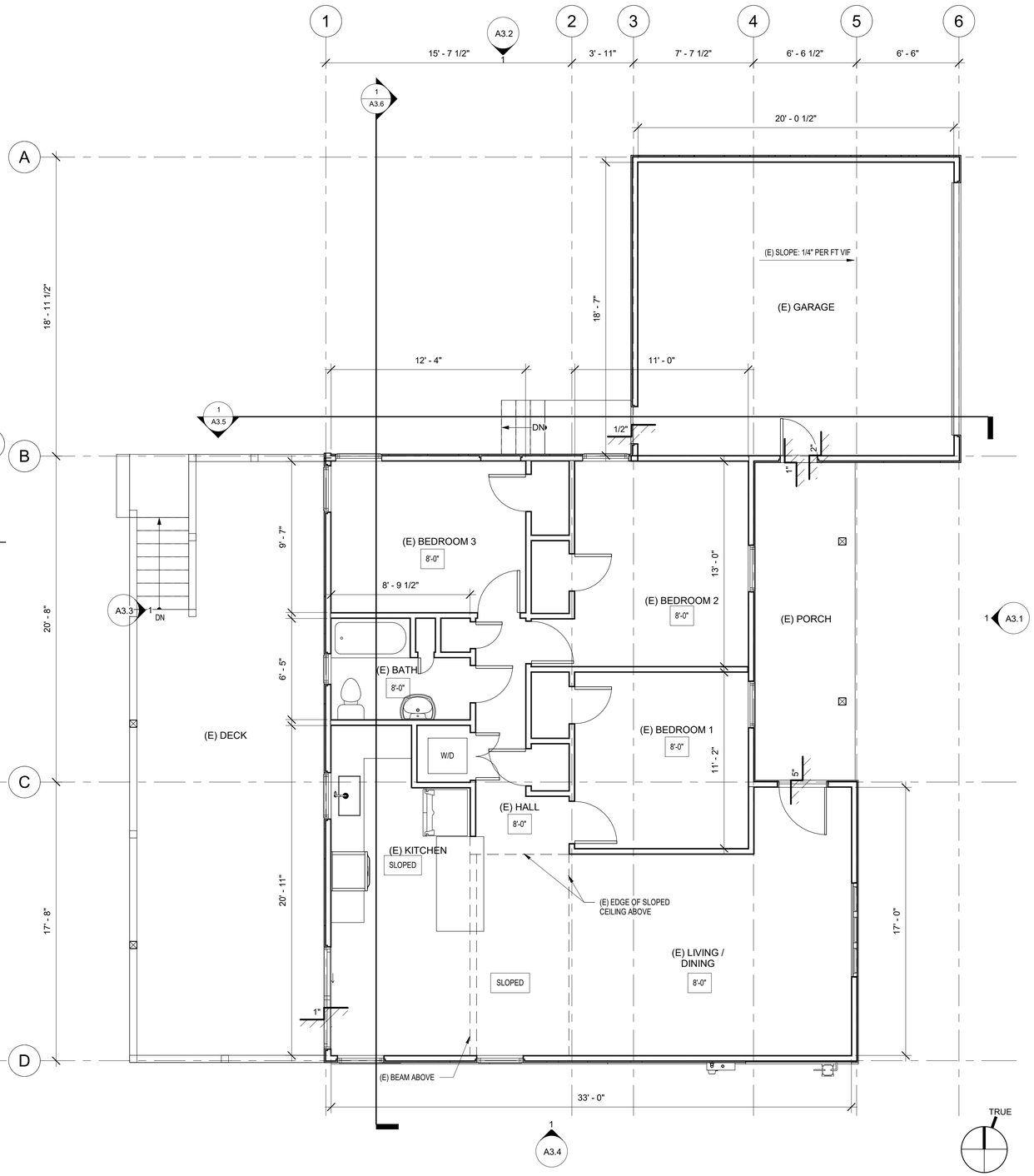
A0.4



2 (E) PARTIAL LOWER LEVEL

1/4" = 1'-0"



1 (E) MAIN LEVEL

1/4" = 1'-0"

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(E) PLANS

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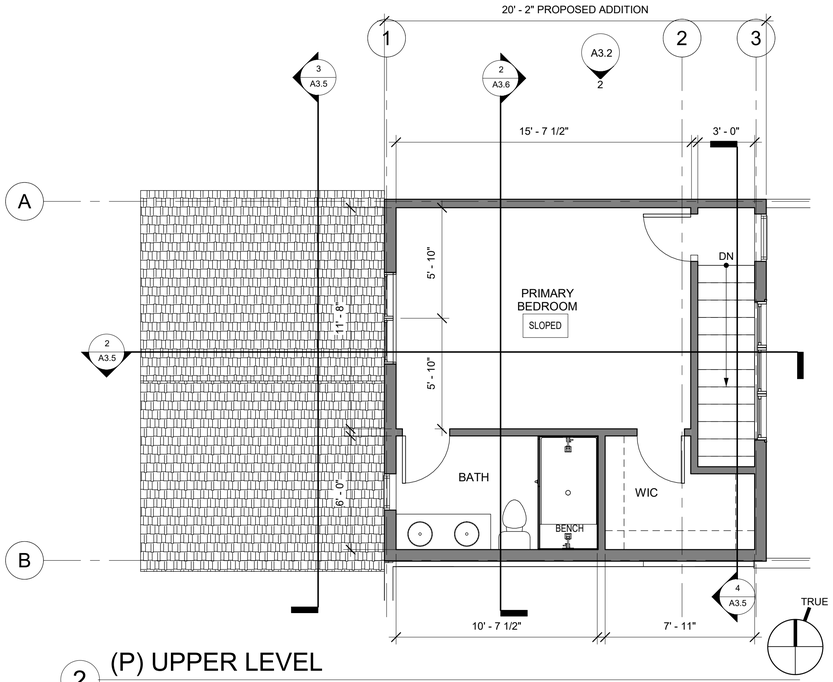
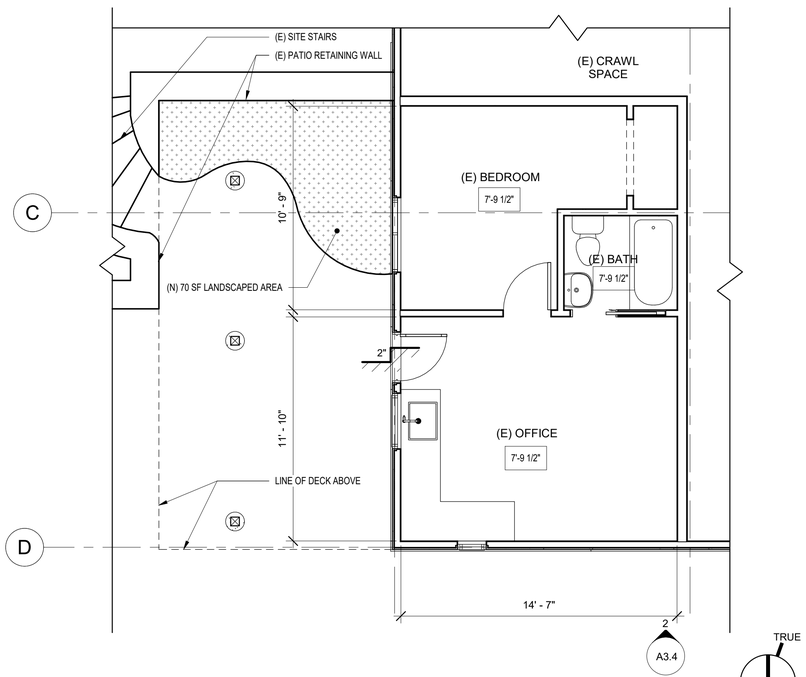
A2.1



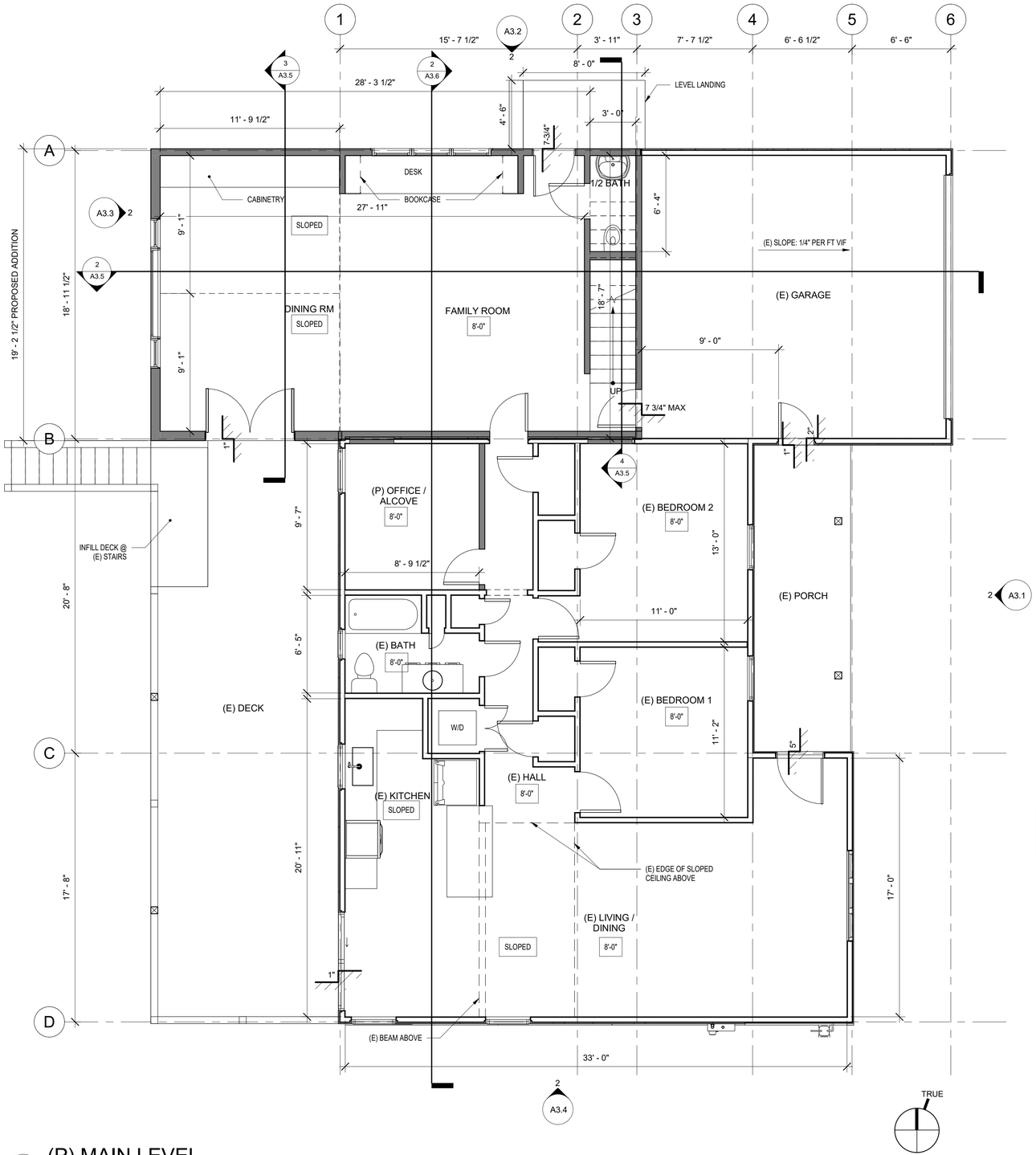
2 (P) UPPER LEVEL

1/4" = 1'-0"



3 (P) PARTIAL LOWER LEVEL

1/4" = 1'-0"



1 (P) MAIN LEVEL

1/4" = 1'-0"

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PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

(P) PLANS

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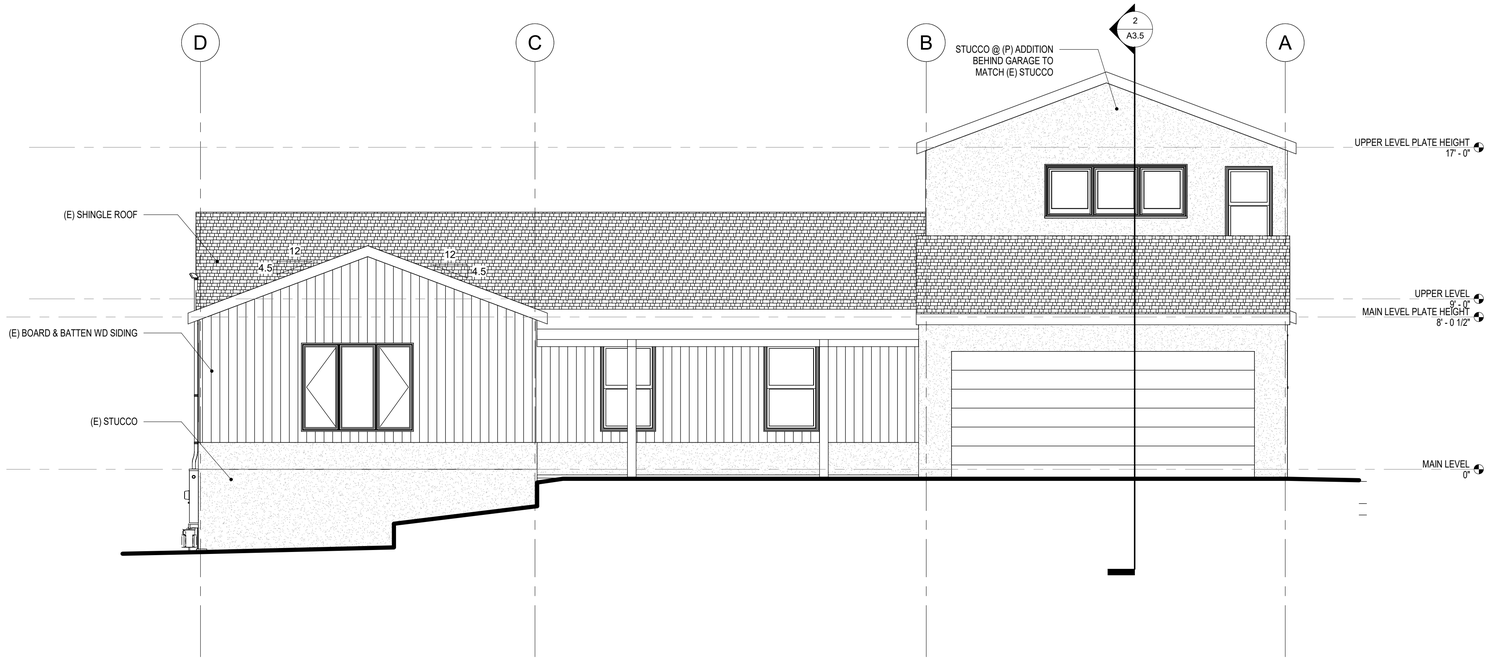
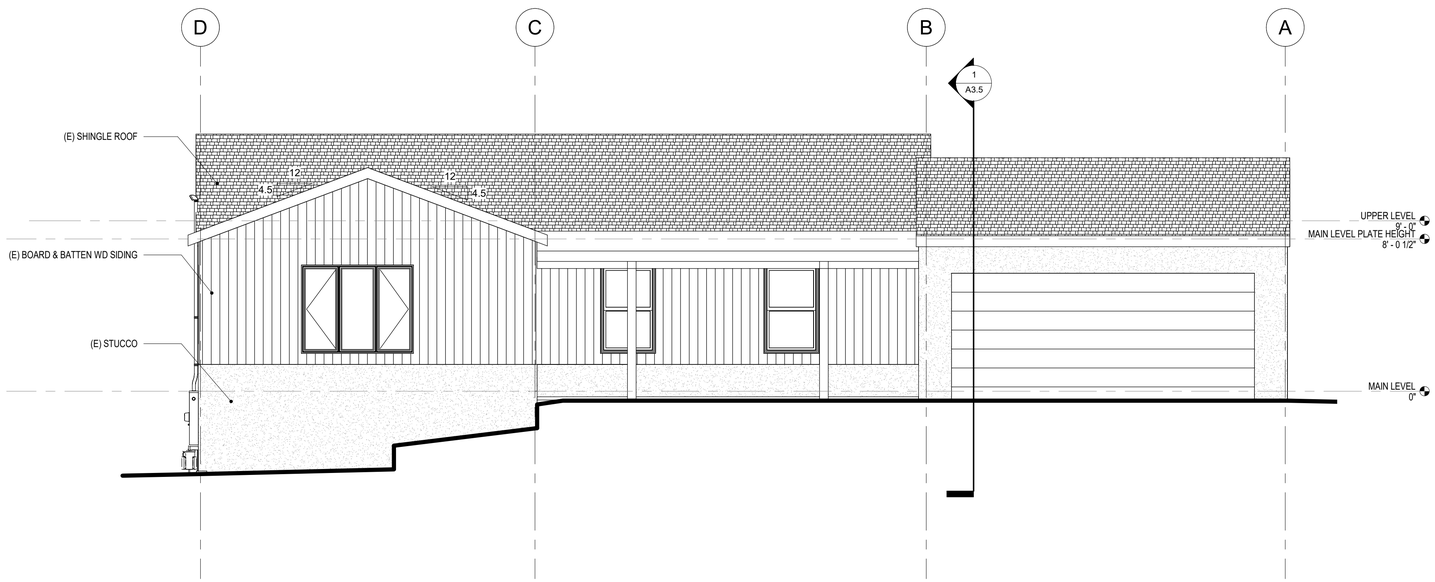
A2.2



2 (P) EAST ELEVATION

1/4" = 1'-0"



1 (E) EAST ELEVATION

1/4" = 1'-0"

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(E) & (P) ELEVATIONS

PROJECT NO:	2229
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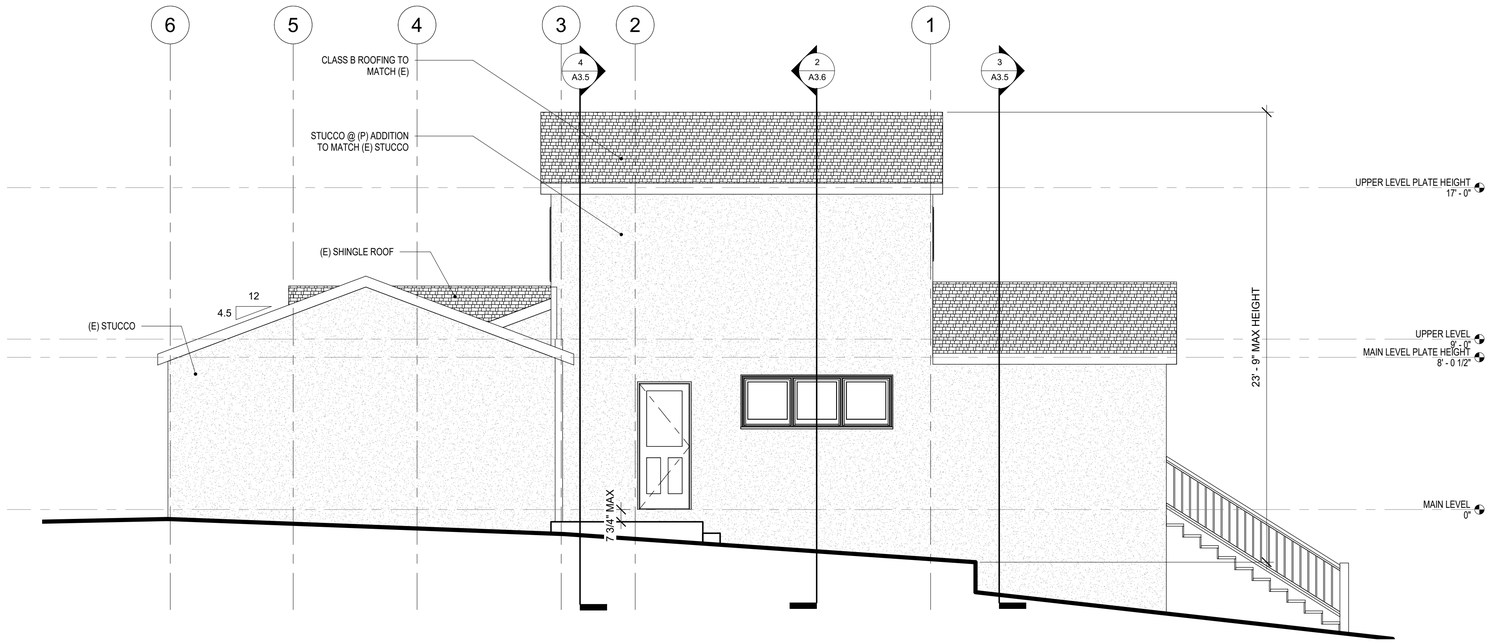
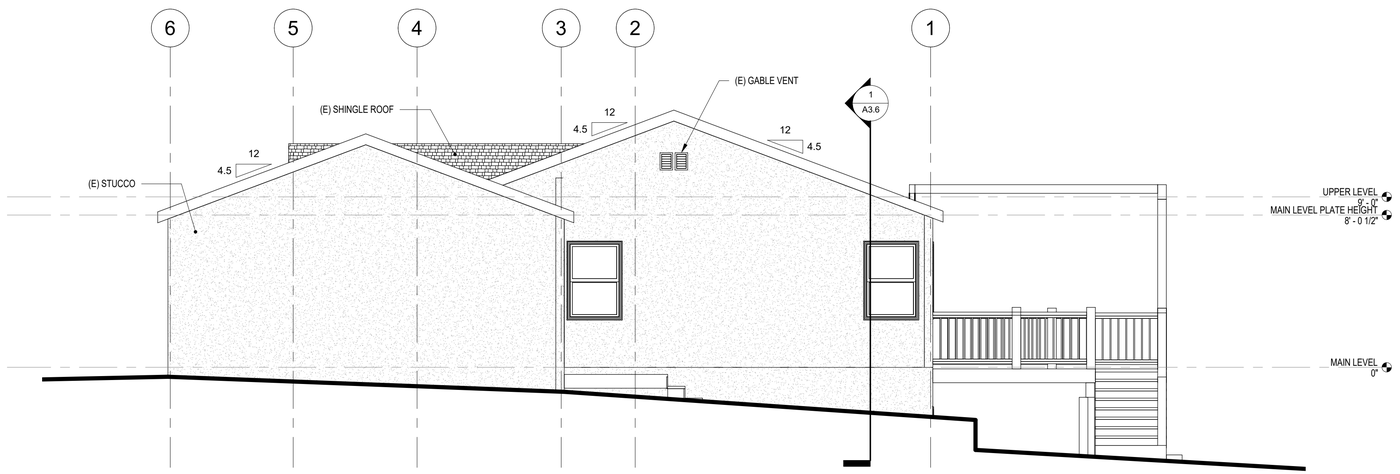
A3.1



2 (P) NORTH ELEVATION

1/4" = 1'-0"



1 (E) NORTH ELEVATION

1/4" = 1'-0"

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PROJECT ISSUE RECORD		
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	DEVELOPMENT PLAN	07/10/2023

(E) & (P) ELEVATIONS

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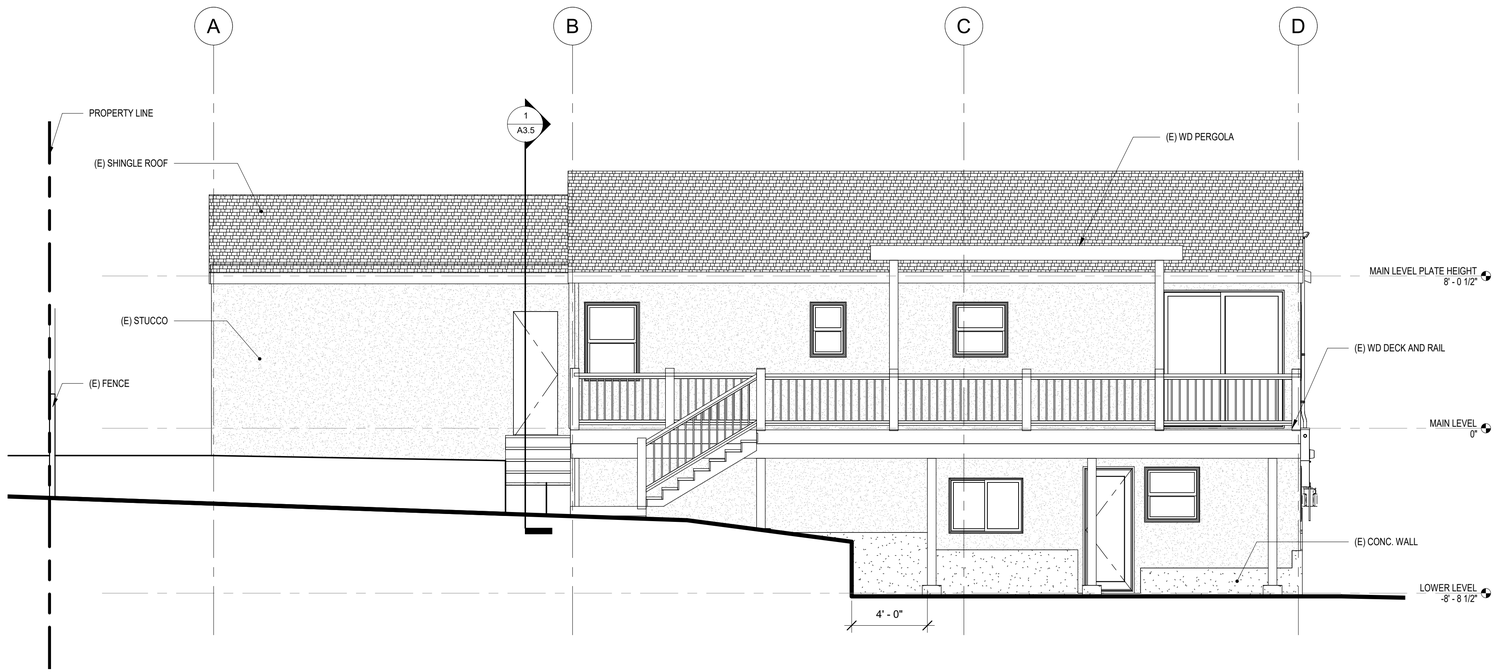
2 (P) WEST ELEVATION

1/4" = 1'-0"



1 (E) WEST ELEVATION

1/4" = 1'-0"

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	DEVELOPMENT PLAN	07/10/2023

(E) & (P) ELEVATIONS

PROJECT NO:	2229
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DATE:	05/25/2023

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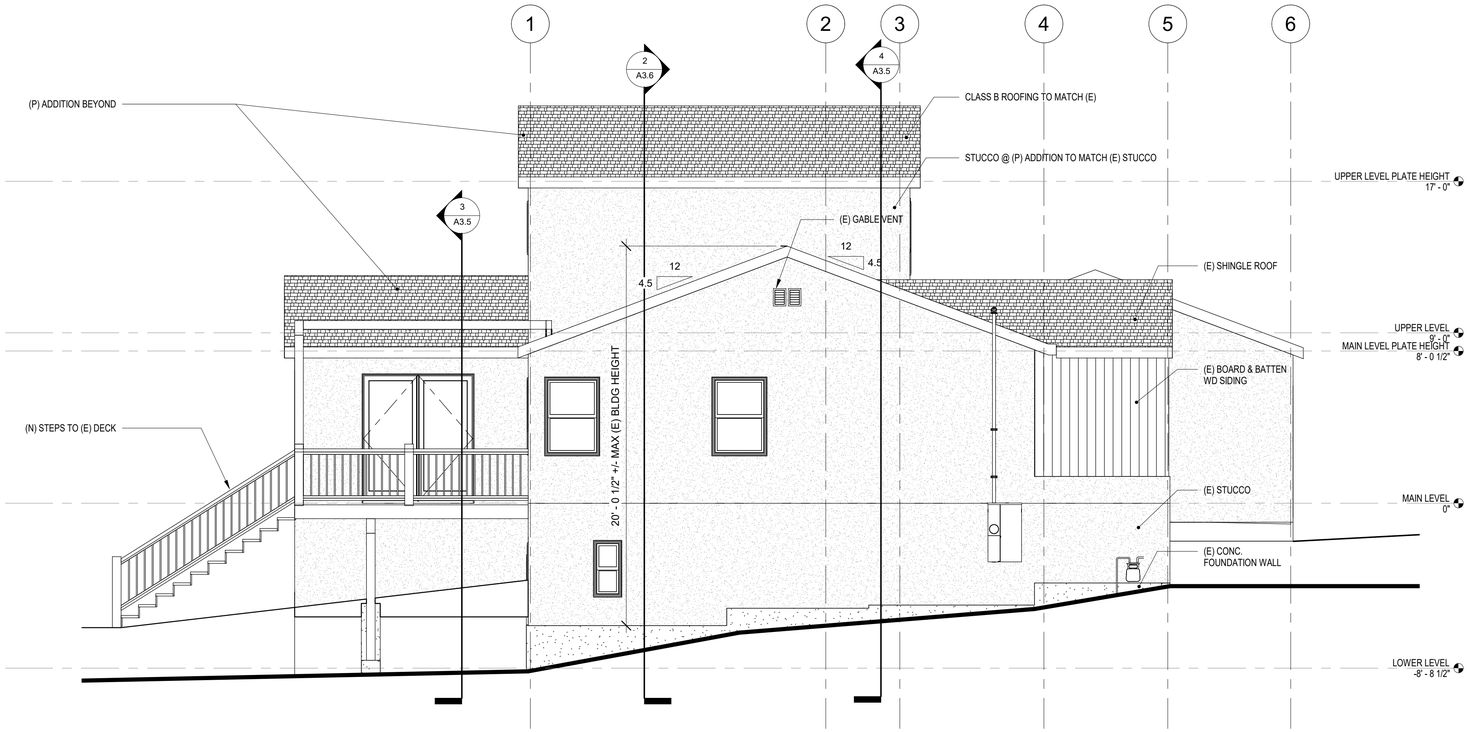
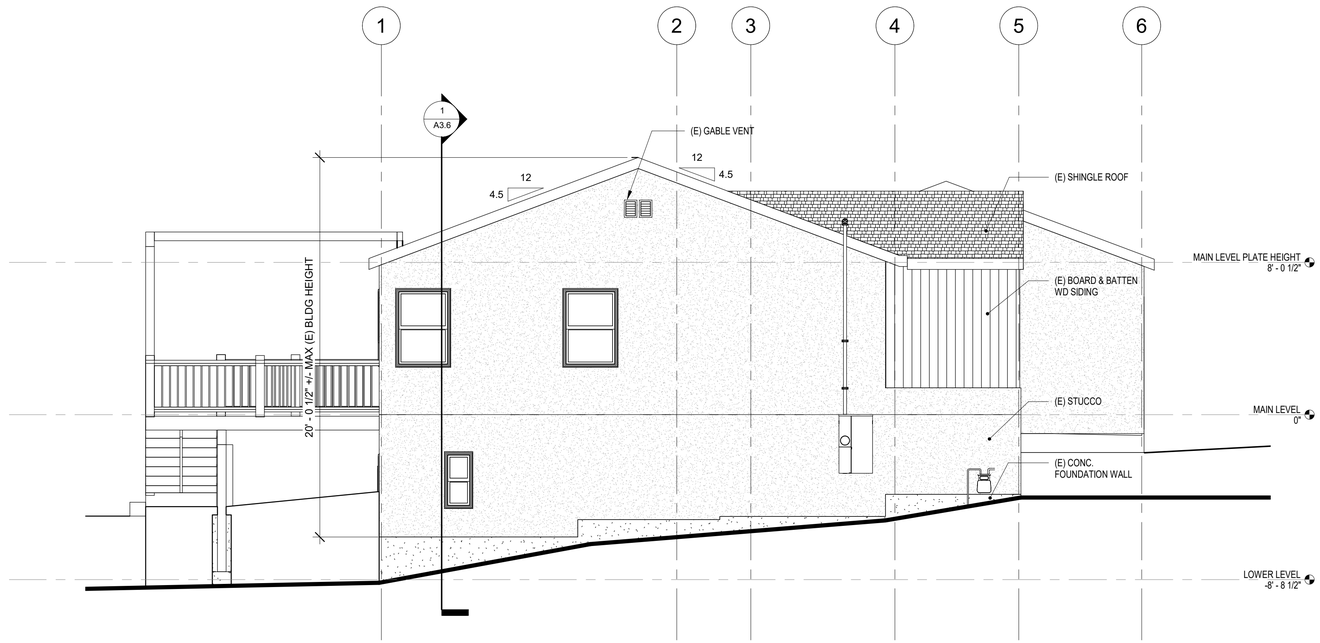
A3.3



2 (P) SOUTH ELEVATION

1/4" = 1'-0"



1 (E) SOUTH ELEVATION

1/4" = 1'-0"

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(E) & (P) ELEVATIONS

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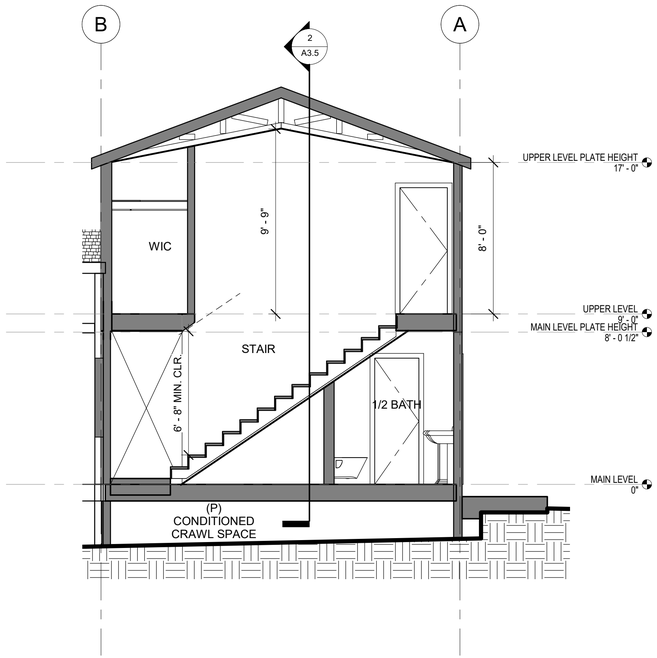
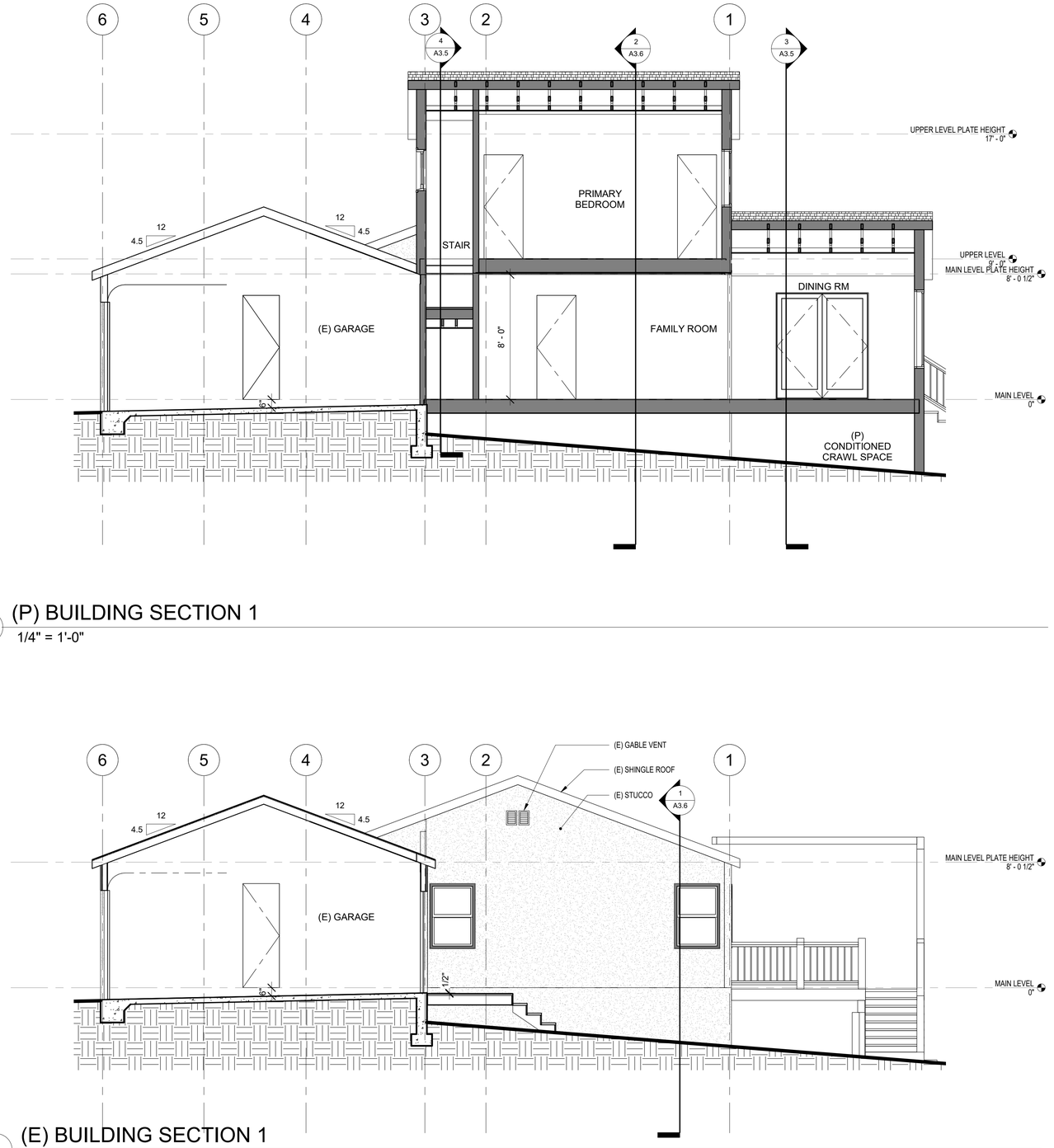
A3.4



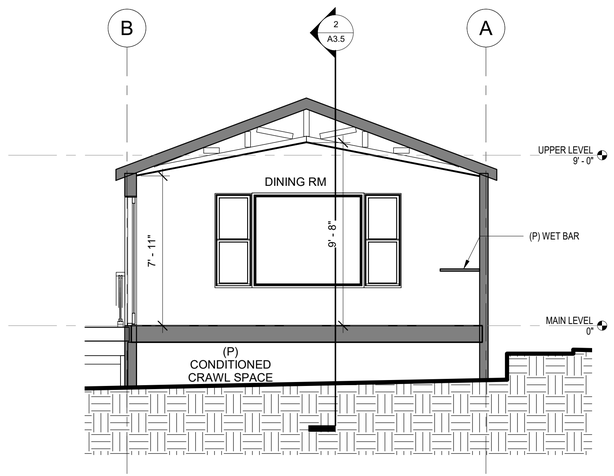
4 (P) STAIR SECTION

1/4" = 1'-0"



2 (P) BUILDING SECTION 1

1/4" = 1'-0"



3 (P) BUILDING SECTION 2

1/4" = 1'-0"

1 (E) BUILDING SECTION 1

1/4" = 1'-0"

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DWELLINGS - EDIFICES - DETAILS

architect's stamp :

approved stamp location :

address :

40 ANSON WAY
KENSINGTON, CA
94707

project name :

ADDITION

PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

(E) & (P) SECTIONS

PROJECT NO:	2229
DRAWN BY:	EP
CHECKED BY:	CRJ
DATE:	05/25/2023

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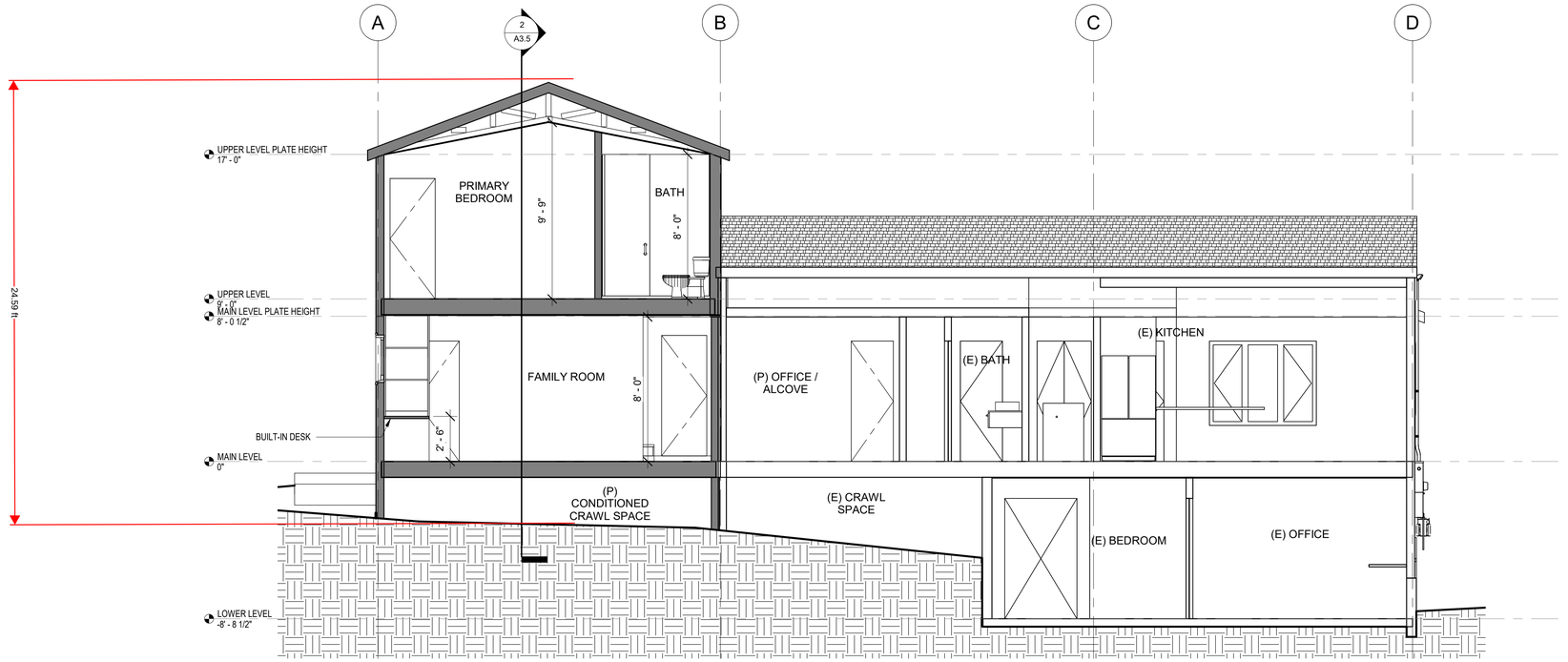
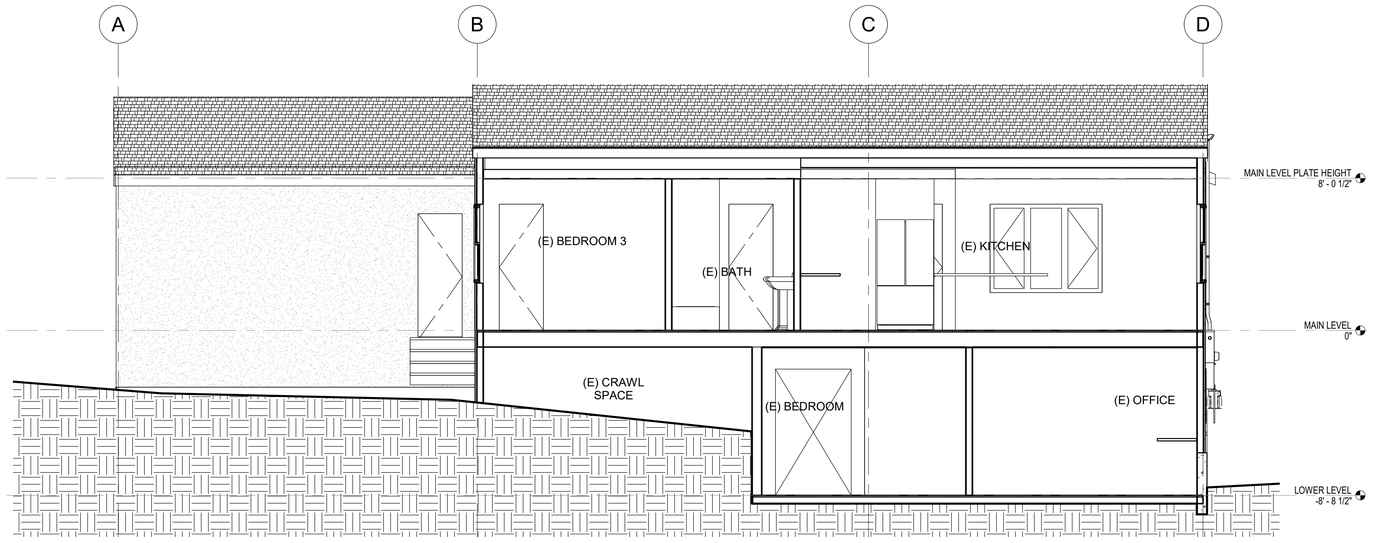
A3.5



2 (P) BUILDING SECTION 3

1/4" = 1'-0"



1 (E) BUILDING SECTION 3

1/4" = 1'-0"

caridesigns
ARCHITECTURE
CARI ROSNER JELEN ARCHITECT

510-467-0768
cari-designs.com

DWELLINGS - EDIFICES - DETAILS

architect's stamp :

approved stamp location :

address :

40 ANSON WAY KENSINGTON, CA 94707

project name :

ADDITION

PROJECT ISSUE RECORD		
#	REVISION	DATE
	DEVELOPMENT PLAN	07/10/2023

(E) & (P) SECTIONS

PROJECT NO:	2229
DRAWN BY:	EP
CHECKED BY:	CRJ
DATE:	05/25/2023

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A3.6

ATTACHMENT 3

AGENCY COMMENTS

REVIEW OF AGENCY PLANNING APPLICATION

THIS IS NOT A PROPOSAL TO PROVIDE WATER SERVICES

The technical data supplied herein is based on preliminary information, is subject to revision and is to be used for planning purpose ONLY

DATE: 07/28/2023	EBMUD MAP(S): 1482B518	EBMUD FILE:S-11443
AGENCY: Department of Conservation and Development Attn: Adrian Veliz 30 Muir Road MARTINEZ, CA 94553	AGENCY FILE: CDDP23-03024	FILE TYPE: Development Plan
APPLICANT: Cari Rosner Jelen 800 Bancroft Way, Suite 200 Berkeley, CA 94710		OWNER: Elena Saxonhouse 40 Anson Way Kensington, CA 94707-1105

DEVELOPMENT DATA

ADDRESS/LOCATION: 40 Anson Way City:KENSINGTON Zip Code: 94707-1105

ZONING:R-6, -TOV -K PREVIOUS LAND USE:

DESCRIPTION: A 2-story addition to an existing single family home including a new deck and bathroom	TOTAL ACREAGE:0.2 ac.

TYPE OF DEVELOPMENT:
Single Family Residential:1 Units

WATER SERVICES DATA

PROPERTY: in EBMUD	ELEVATION RANGES OF STREETS: 423-445	ELEVATION RANGE OF PROPERTY TO BE DEVELOPED: 414-431

All of development may be served from existing main(s)
Location of Main(s):Anson Way

PRESSURE ZONE	SERVICE ELEVATION RANGE
A4BA	400-500

None from main extension(s)
Location of Existing Main(s):

PRESSURE ZONE	SERVICE ELEVATION RANGE

COMMENTS

If additional water service is needed, the project sponsor should contact EBMUD's New Business Office and request a water service estimate to determine the costs and conditions of providing additional water service to the development. Engineering and installation of water meters requires substantial lead time which should be provided for in the project sponsor's development schedule. No water meters are allowed to be located in driveways. The project sponsor should be aware that Section 31 of EBMUD's Water Service Regulations requires that water service shall not be furnished for new or expanded service unless all the applicable water-efficiency measures described in the regulation are installed at the project sponsor's expense. Due to EBMUD's limited water supply, all customers should plan for shortages in time of drought.

AAL

CHARGES & OTHER REQUIREMENTS FOR SERVICE:
Contact the EBMUD New Business Office at (510)287-1008.

07/28/2023

Jennifer L Mcgregor,Senior Civil Engineer; DATE
WATER SERVICE PLANNING SECTION

From:	Everett Louie
To:	Adrian Veliz
Subject:	FW: KMAC Votes and video
Date:	Thursday, October 26, 2023 2:40:02 PM

See below for 40 anson way in kensington.

From: Robert Rogers <Robert.Rogers@bos.cccounty.us>
Sent: Thursday, October 26, 2023 1:54 PM
To: Branka Tatarevic <Branka.Tatarevic@dcd.cccounty.us>; Everett Louie <Everett.Louie@dcd.cccounty.us>; Grant Farrington <Grant.Farrington@dcd.cccounty.us>; Maria Lara-Lemus <Maria.Lara-Lemus@dcd.cccounty.us>
Cc: Lloyd Cowell <lloydcowell@hotmail.com>
Subject: KMAC Votes and video

HI all,

Last night's KMAC Meeting can be viewed here: https://youtu.be/ApYhsbTPbHI

Action items:

Votes:

30 Kingston: Approved 5-0
40 Anson: Approved 3-1-1
211 Yale: Approved 5-0
418 Colusa: Approved 5-0
154 Lawson: Approved 5-0

Thank you,
Robert

Robert Rogers
District Coordinator
Office of County Supervisor John Gioia
11780 San Pablo Ave., Suite D
El Cerrito, CA, 94530
510.942.2224
www.cocobos.org/gioia

ATTACHMENT 4

REQUEST FOR PUBLIC HEARING

FROM THE DESK OF

K. McClain

June 7, 2023

Kris McClain
36 Anson Way
Kensington, CA 94707
Ph. (510) 407-1305

To Whom it may concern,

By way of this letter, I am requesting a public hearing in reference to File number **CDKR23-00010.** The property is located at 40 Anson Way, Kensington, CA 94707. The request is to have an opportunity to discuss the compatibility of the project, and how it could have an impact on adjacent homes.

Sincerely yours,

K. McClain

ATTACHMENT 5

SITE VISIT PHOTOGRAPHS

196

ATTACHMENT 6

PUBLIC COMMENTS

SHELTERWERK
ARCHITECTURE & DESIGN

September 18, 2023

Kris McClain
36 Anson Way
Kensington, CA 94707

Re: McClain Appeals

Dear Kris,

We have researched the proposed addition at 40 Anson Way, Kensington, CA, and made determinations about its impacts in consideration of Chapter 84-74 of the Contra Costa County Code, which lays the guidelines for building in Kensington, as well as 84-4 of the Contra Costa County Code, which lays out additional guidelines for residential building not necessarily covered within the Kensington section of the code.

To lay the foundation of our research on the impacts proposed construction at 40 Anson Way, we look at the purposes of the Kensington specific section of the Contra Costa County Code:

> 84-74.204 - Purpose and intent.
>
> (a) The purpose of this chapter is to provide specific regulation to fairly and efficiently implement the Contra Costa County general plan policies for the Kensington Area so that future development recognizes the rights of property owners to improve the value and enjoyment of their property while minimizing impacts upon surrounding neighbors and not substantially impairing the value and enjoyment of their neighbors' property; maintains the community's property values; and promotes the general welfare, public health and safety.
>
> (b) It is a further purpose of this chapter to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels and compatibility with the neighborhood with regard to bulk and scale
>
> (c) Features of a development that could influence these values include but are not limited to siting, size, bulk, building envelope, height, setbacks, relative scale, off-street parking spaces, window placement, artificial lighting and location of mechanical devices such as motors, fans and vents.

Part (a) recognizes the right of homeowners to develop their properties, while minimizing any impacts on their neighbors' property value, and while protecting the ability of their neighbors to enjoy their land. Parts (b) and (c) provide criteria for evaluating the impacts of development on neighboring properties. The proposed development at 40 Anson Way fails to minimize impacts as required by the code.

The Building Exceeds the Number of Permissible Stories:

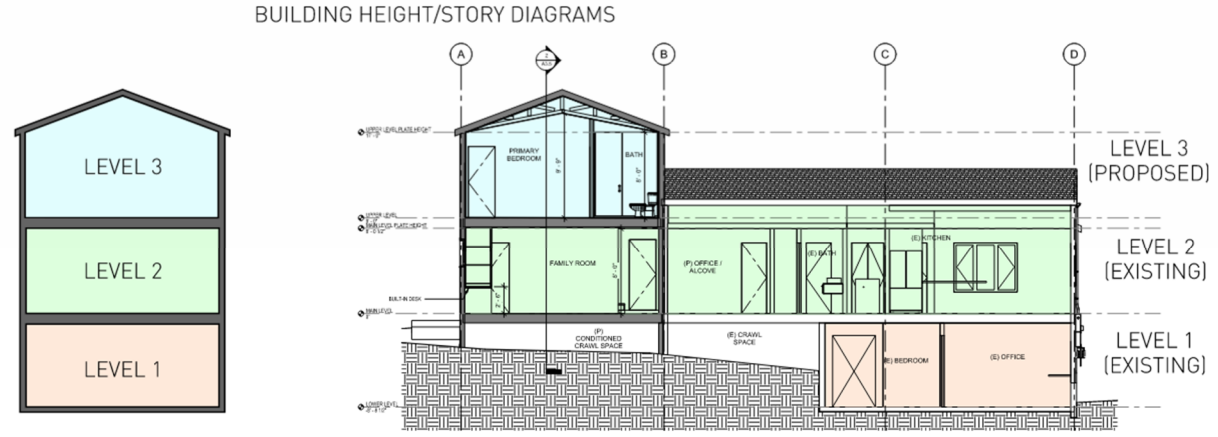
Contra Costa County Code limits buildings to two stories in Kensington. Section 82-4.266 of the code defines a story as follows:

> "Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or cellar is more than six feet above grade at any point, such basement or cellar shall be considered a story.

Per 84-4.802 of the municipal code, building height maximums are set by the following criteria:

> 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.

Due to the existing habitable basement at 40 Anson Way - which includes an existing a bedroom, bathroom, and "office" with full kitchen –the additional proposed level constitutes an impermissible third level. The diagram on the right is what was submitted to the Planning Department. This lower level wasn't omitted from the architect's drawings, and it didn't receive a comment, so maybe it slipped through the cracks, but it should compel the planners to reject the proposal or require a variance application.



(a) standard story stacking

(b) proposed story stacking at 40 Anson Way

The Proposed Building Unreasonably Impairs Views:

The proposed addition adds a large mass adjacent to the dining room window at 36 Anson Way. Panoramic views of the surrounding landscape are negatively impacted. The proposal submitted to the Planning Department provides an image noting views that will be impacted, but the vantage point from which the image was taken is a misrepresentation of reality. It appears to be zoomed in and possibly at a lower vantage point than what one would experience standing in front of the window. The following photo, looking from the backmost windows of 36 Anson Way show more

accurately the significant negative impact on views caused by the proposed addition at 40 Anson Way.

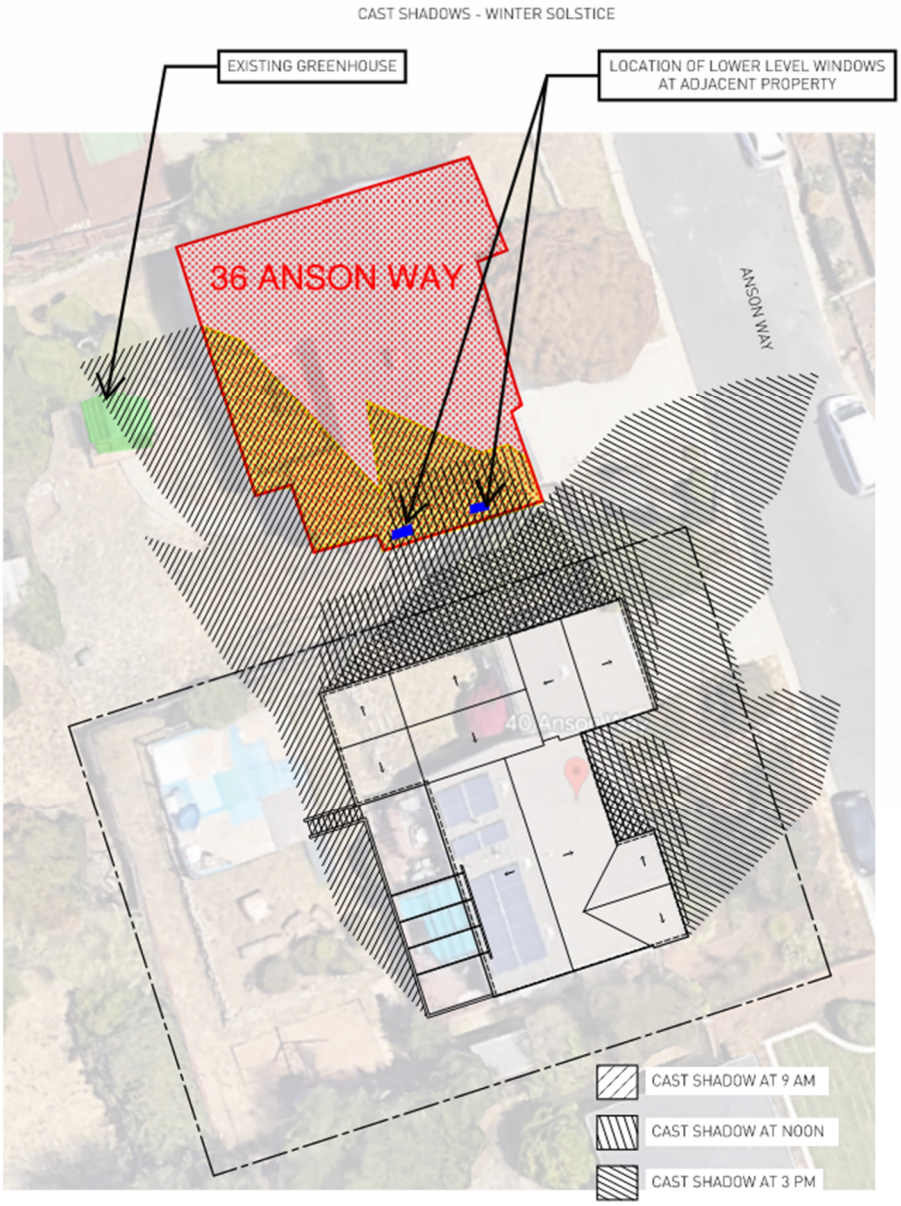
AREA OF IMPACTED VIEWS
(Image taken from window at 36 Anson Way)

IMAGE OF AREA OF IMPACTED VIEWS SUBMITTED
TO PLANNING DEPARTMENT
(Development Plan Drawing Set dated 07/10/23)

APPROXIMATE NEIGHBOR VIEW TO SOUTHWEST (IMPACTED)

The Proposed Building Unreasonably Impairs Access to Daylight:

The addition at 40 Anson Way will cast shadows towards and past its northern property line and onto the lot of 36 Anson Way due to its proximity to a shared property line. A study of cast shadows during the Winter Solstice shows that the lower level South-facing windows at 36 Anson Way will be shaded out from 9 am through noon, greatly diminishing solar access during the period of the year where access to the sun is at its greatest premium. Additionally, shadows will be cast through a large part of the rear yard, including over an existing greenhouse and the garden area leading up to it. The excessive height of the proposed building is unnecessary, impermissible, and creates significant problems for the residents of 36 Anson Way that the county should be taking into consideration.



Large Size of the Home/Location of Addition/Utilization of Existing:

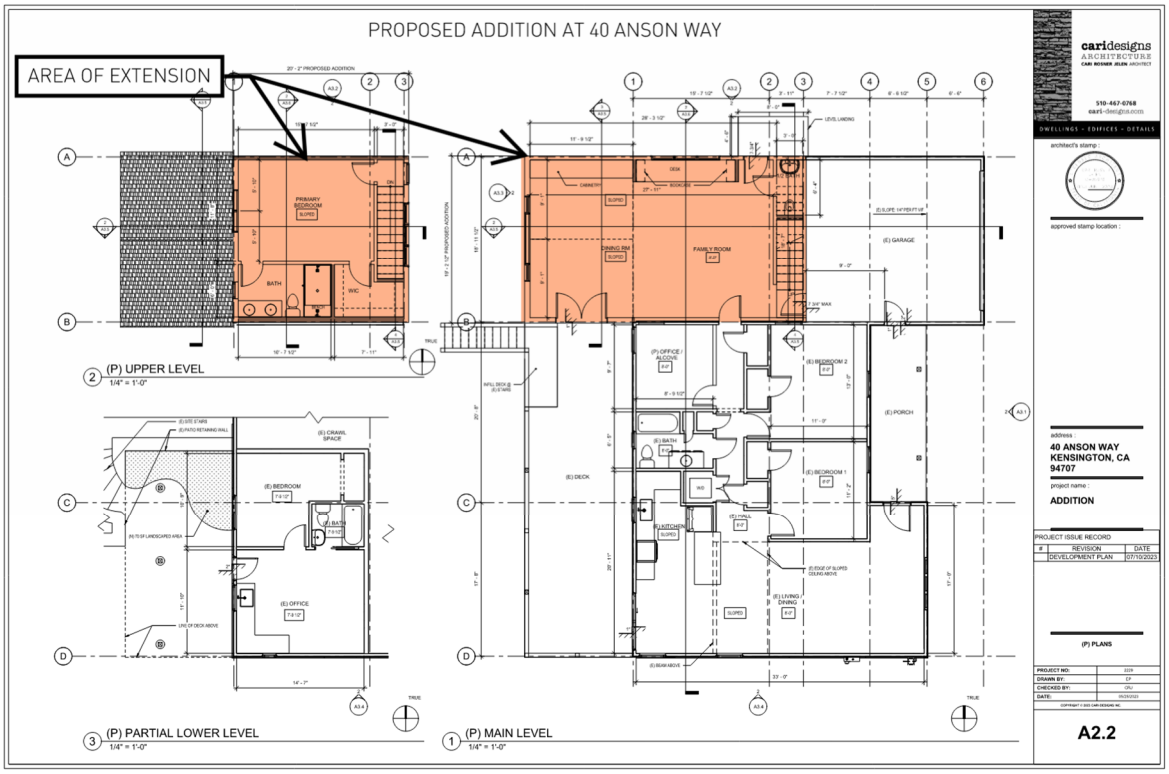
The proposed addition at 40 Anson Way creates a home with the following amenities:

- 5 bedrooms
- 2 kitchens
- 3 living spaces
- 3.5 baths
- 1 parking space

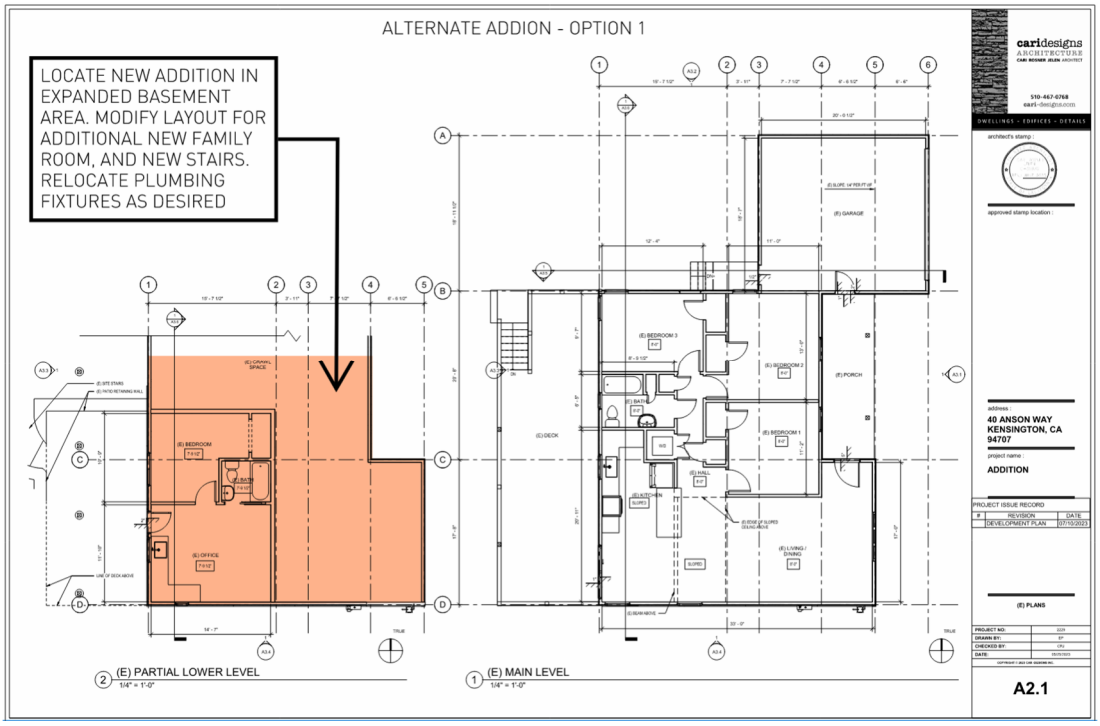
The existing habitable lower level currently has a full bathroom, kitchen, a bedroom, and space that can be used for living. By connecting the main house to the basement, many of the same rooms in the proposed design can be accessed from the main level without the need for extensive new construction.

Alternatively, if the owners of 40 Anson Way are intent on building a third level, then moving the extension to the opposite side of the house would eliminate any shadowing and view impacts on 36 Anson Way, while having a much more limited impact on the neighbors at 44 Anson Way.

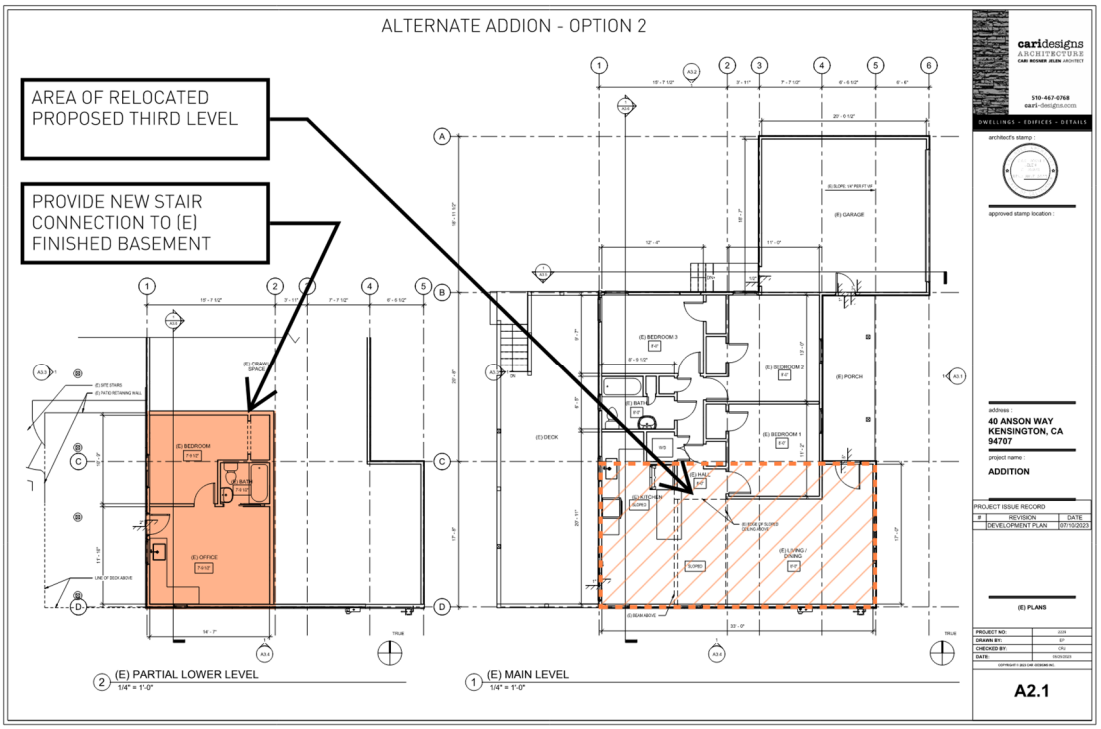
PROPOSED PROJECT WITH 3RD FLOOR ADDITION THAT CREATES SHADOWS AND BLOCKS VIEWS



PROPOSED PROJECT WITH 3RD FLOOR ADDITION MOVED TO OTHER SIDE – OPTION 1



PROPOSED PROJECT WITH 3RD FLOOR ADDITION MOVED TO OTHER SIDE – OPTION 2



Sincerely,

Heather Sanders-Jacob
Ashwin Biln

September 22, 2023

Re: 40 Anson Way, CDDP23-03024 (on September KMAC Meeting Agenda)

Dear KMAC members,

We write to respond to the letter from Shelterwerk Architects to Kris McClain, 36 Anson Way, forwarded to you by the County of Contra Costa Department of Conservation and Development. While we plan to make an oral presentation at the KMAC meeting next week, we thought it would be most efficient to respond to some of the assertions in the letter in advance.

Permissible Stories

- As our architect will explain at the upcoming meeting, the issue of the number of stories of our home with the addition did not "slip through the cracks." (Shelterwerk letter, p. 2.) Rather, our architect directly addressed this issue with the assigned planner. The planner found that the home with planned addition is still properly characterized as a two-story home. The planner determined that the project does not require a variance for number of stories, or for any other reason.

Impairment of Views

- The Shelterwerk letter addresses the south-facing window at 36 Anson, but neglects to mention the unobstructed views of the San Francisco Bay and Golden Gate Bridge from 36 Anson, which would not be impacted by the proposed addition. The west-facing view pictured below is taken from the roof of 40 Anson Way, which approximates the height of the west-facing windows of 36 Anson Way. When taken in this context, the impact to the south-facing window will not "substantially impair" the value and enjoyment of 36 Anson. CCC Code 84-74.204(a).

- Even if the south-facing view were significant in the context of the unimpacted west-facing view, blocking it would not impair Ms. McClain's enjoyment of her property for the simple reason that the shade of the south-facing window remains almost permanently down. We investigated this issue by placing a time-lapse camera in our backyard. Reviewing the footage, we were only able to identify one instance in which the shade was raised between the first day we began recording, July 12, 2023, and today's date. It appears that the shade was raised for 10 minutes or fewer that day (September 2, 2023). This is consistent with our experience over the past nearly 10 years– we rarely have seen the shade of the impacted window raised in the entire time we have lived next door. We would be happy to present the time-lapse evidence to KMAC if you find it to be relevant.

Characterization of 40 Anson and Proposed Addition

- Shelterwerk's characterization of our current home is misleading. The basement area, accessed by a separate entrance below the deck, is approximately 370 square feet, with two rooms and a bathroom. Though it has a wetbar and microwave, it is misleading to describe the outer room's amenities as including a "full kitchen."
- Shelterwerk's characterization of the home's amenities post-addition is incorrect. The bedroom that is currently at the northwest corner of the house would become an office nook as it would be too small to be properly characterized as a bedroom and will lack a closet. Accordingly, there would be 4 bedrooms, not 5. It is also misleading to describe the basement's amenities as including a "kitchen" and "living space," bringing those totals to 2 and 3, respectively.
- Post-addition, apart from the separately-accessed basement, our home will be similarly sized to Ms. McClain's home (2,183 square feet for 40 Anson, compared with 1,952 square feet for 36 Anson, per Zillow).

Proposed Alternative Designs

- Building another story on top of the southern part of the house would appear to require a variance for 3 stories.
- Building another story on top of the southern part of the house would block the Western facing view of our neighbors to the East.
- It is unclear where staircases could be placed to the proposed alternative upper or lower levels, other than in the middle of our current kitchen, living room, or hallway to the bedrooms.
- Building either staircase would substantially reduce the square-footage of our main level.
- The proposal to solely build out the basement and current crawlspace for our addition would deprive us of the ability to capitalize on the western facing views of the Bay for which Kensington is known.

- Both proposed alternatives would require us to move out of our home for the entire renovation, causing major disruptions and additional cost to our family of four with two young children. The proposed addition would allow us complete most of the construction without having to move out of our home.

We look forward to sharing more next week about the proposed project and the changes we made prior to submitting the plans to reduce the impact on our neighbor at 36 Anson.

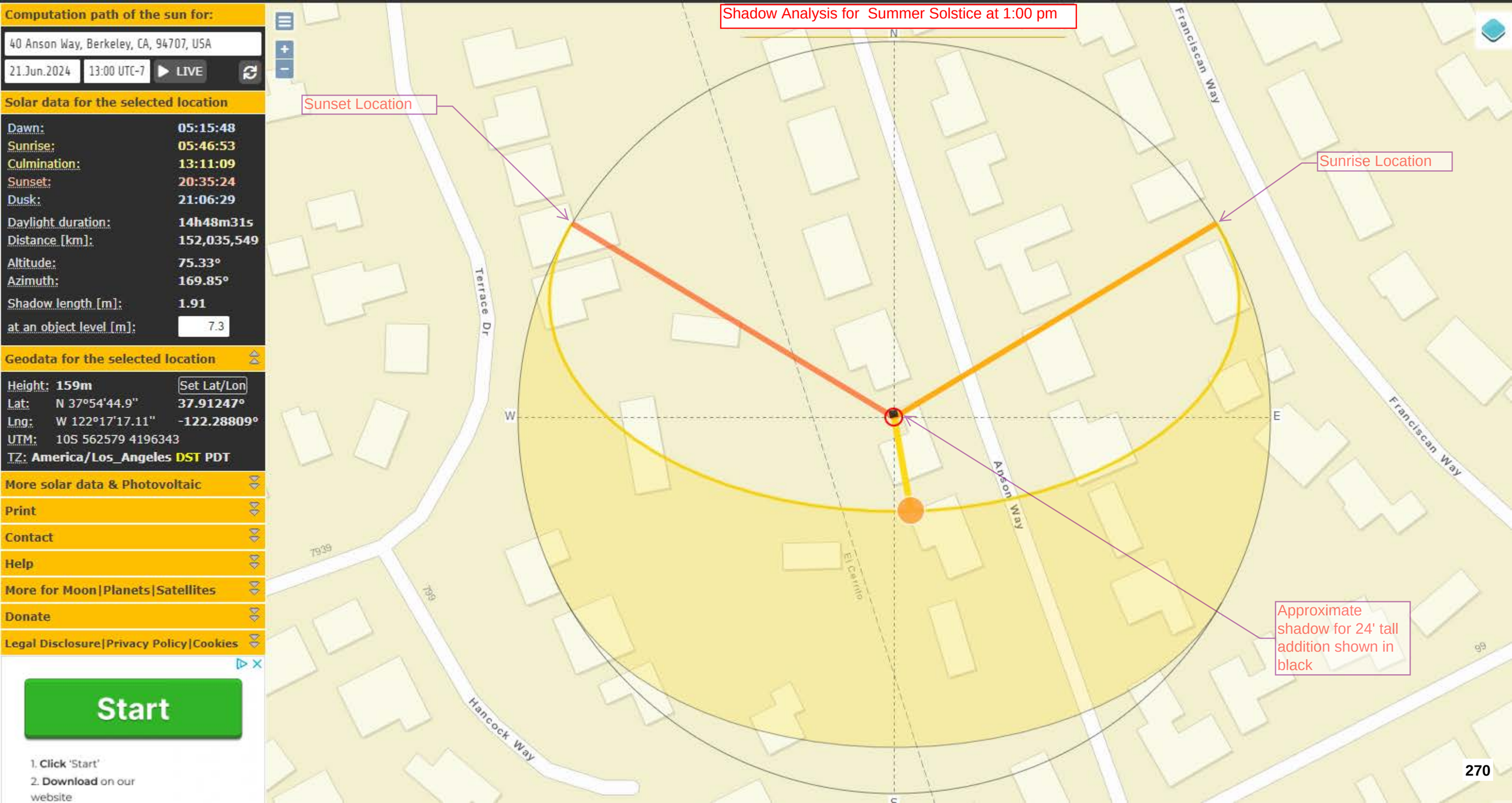
Sincerely,

Elena Saxonhouse
Tulley Rafferty
40 Anson Way
Kensington, CA 94707

cc: Adrian Veliz, Senior Planner

ATTACHMENT 7

SHADOW ANALYSIS


Computation path of the sun for:
40 Anson Way, Berkeley, CA, 94707, USA
21.Jun.2024
13:00 UTC-7
LIVE
Solar data for the selected location
Dawn: 05:15:48
Sunrise: 05:46:53
Culmination: 13:11:09
Sunset: 20:35:24
Dusk: 21:06:29
Daylight duration: 14h48m31s
Distance [km]: 152,035,549
Altitude: 75.33°
Azimuth: 169.85°
Shadow length [m]: 1.91
at an object level [m]: 7.3
Geodata for the selected location
Height: 159m
Set Lat/Lon
Lat: N 37°54'44.9" 37.91247°
Lng: W 122°17'17.11" -122.28809°
UTM: 10S 562579 4196343
TZ: America/Los_Angeles DST PDT
More solar data & Photovoltaic
Print
Contact
Help
More for Moon|Planets|Satellites
Donate
Legal Disclosure|Privacy Policy|Cookies
Start
1. Click 'Start'
2. Download on our website
Shadow Analysis for Summer Solstice at 1:00 pm
Sunset Location
Sunrise Location
Approximate shadow for 24' tall addition shown in black
N
W
E
S
Terrace Dr
Franciscan Way
Anson Way
El Cerrito
Hancock Way
7939
799
99
270

00:00 01:00 02:00 03:00 04:00 05:00 06:00 07:00 08:00 09:00 10:00 11:00 12:00 13:00 14:00 15:00 16:00 17:00 18:00 19:00 20:

Computation path of the sun for:

40 Anson Way, Berkeley, CA, 94707, USA

21.Mar.2024 | 12:30 UTC-7 | ▶ LIVE

Solar data for the selected location

Dawn:	06:43:53
Sunrise:	07:09:48
Culmination:	13:16:04
Sunset:	19:22:56
Dusk:	19:48:55
Daylight duration:	12h13m8s
Distance [km]:	149,052,737
Altitude:	51.29°
Azimuth:	161.39°
Shadow length [m]:	5.85
at an object level [m]:	7.3

Geodata for the selected location

Height:	159m	Set Lat/Lon
Lat:	N 37°54'44.9"	37.91247°
Lng:	W 122°17'17.11"	-122.28809°
UTM:	10S 562579 4196343	
TZ:	America/Los_Angeles DST PDT	

More solar data & Photovoltaic

Print

Contact

Help

More for Moon|Planets|Satellites

Donate

Legal Disclosure|Privacy Policy|Cookies

Start

1. **Click** 'Start'
2. **Download** on our website
3. Enjoy **Easy PDF**!

Shadow Analysis for Spring/Fall Equinox @ 12:30pm

Sunset Location

Sunrise Location

Approximate Shadow for 24' tall addition shown in black

W E S

Terrace Dr

Franciscan Way

Anson Way

El Camino

Hancock Way

7939

799

99

20 m

00:00 01:00 02:00 03:00 04:00 05:00 06:00 07:00 08:00 09:00 10:00 11:00 12:00 13:00 14:00 15:00 16:00 17:00 18:00 19:00 20

Computation path of the sun for:

40 Anson Way, Berkeley, CA, 94707, USA

21.Dec.2024 | 11:00 UTC-8 | ▶ LIVE

Solar data for the selected location

Dawn:	06:52:06
Sunrise:	07:21:15
Culmination:	12:07:38
Sunset:	16:54:01
Dusk:	17:23:10
Daylight duration:	9h32m46s
Distance [km]:	147,161,450
Altitude:	26.66°
Azimuth:	162.64°
Shadow length [m]:	14.54
at an object level [m]:	7.3

Geodata for the selected location

Height:	159m	Set Lat/Lon
Lat:	N 37°54'44.9"	37.91247°
Lng:	W 122°17'17.11"	-122.28809°
UTM:	10S 562579 4196343	
TZ:	America/Los_Angeles PST	

More solar data & Photovoltaic

Print

Contact

Help

More for Moon|Planets|Satellites

Donate

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Start

1. **Click** 'Start'
2. **Download** on our website
3. Enjoy **Easy PDF**!

Shadow Analysis for Winter Solstice @ 11:00am

Sunset Location

Sunrise Location

Approximate shadow for 24' tall addition shown in black

Terrace Dr

Hancock Way

Anson Way

Franciscan Way

El Cerrito

7939

799

99

N

W

E

S

20 m

EXHIBIT 5

3D SHADOW ANALYSIS

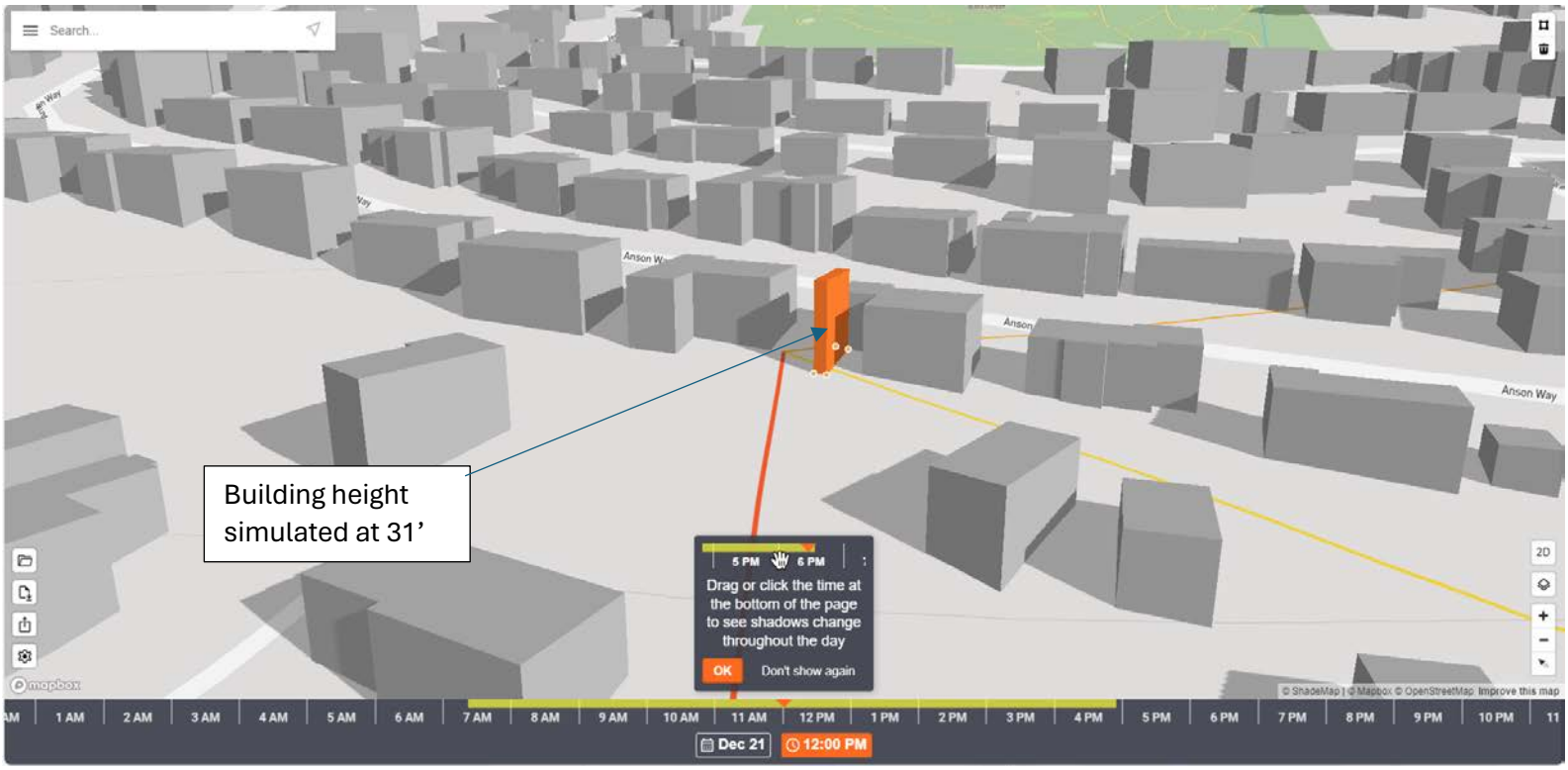
RENDERINGS CREATED USING HTTPS://SHADEMAP.APP

Simulated Shadow -Winter Solstice @ 9:00 a.m.

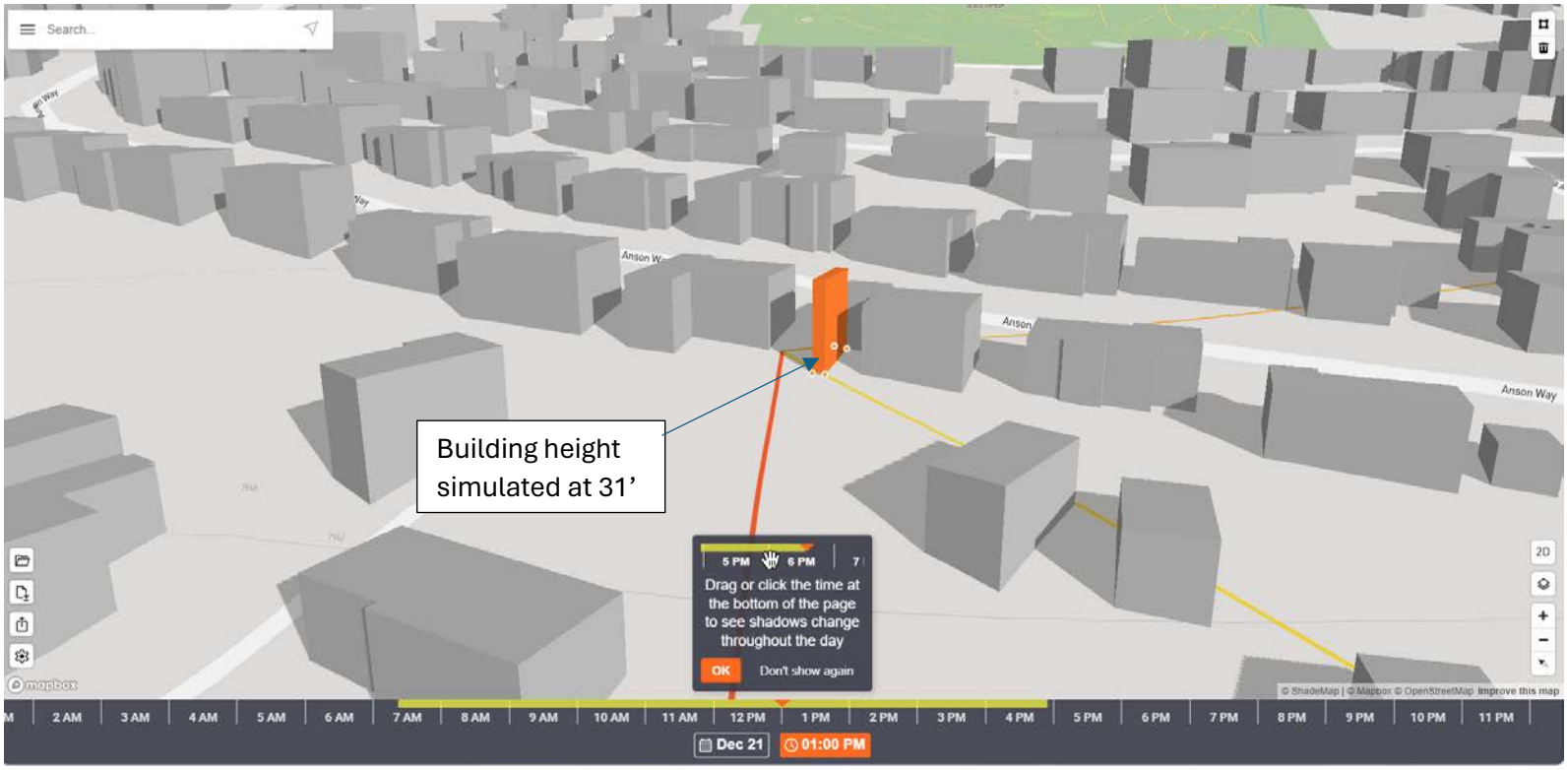
Simulated Shadow – Winter Solstice @ 11:00 a.m.

RENDERINGS CREATED USING HTTPS://SHADEMAP.APP

Simulated Shadow – Winter Solstice @ 12:00 p.m.

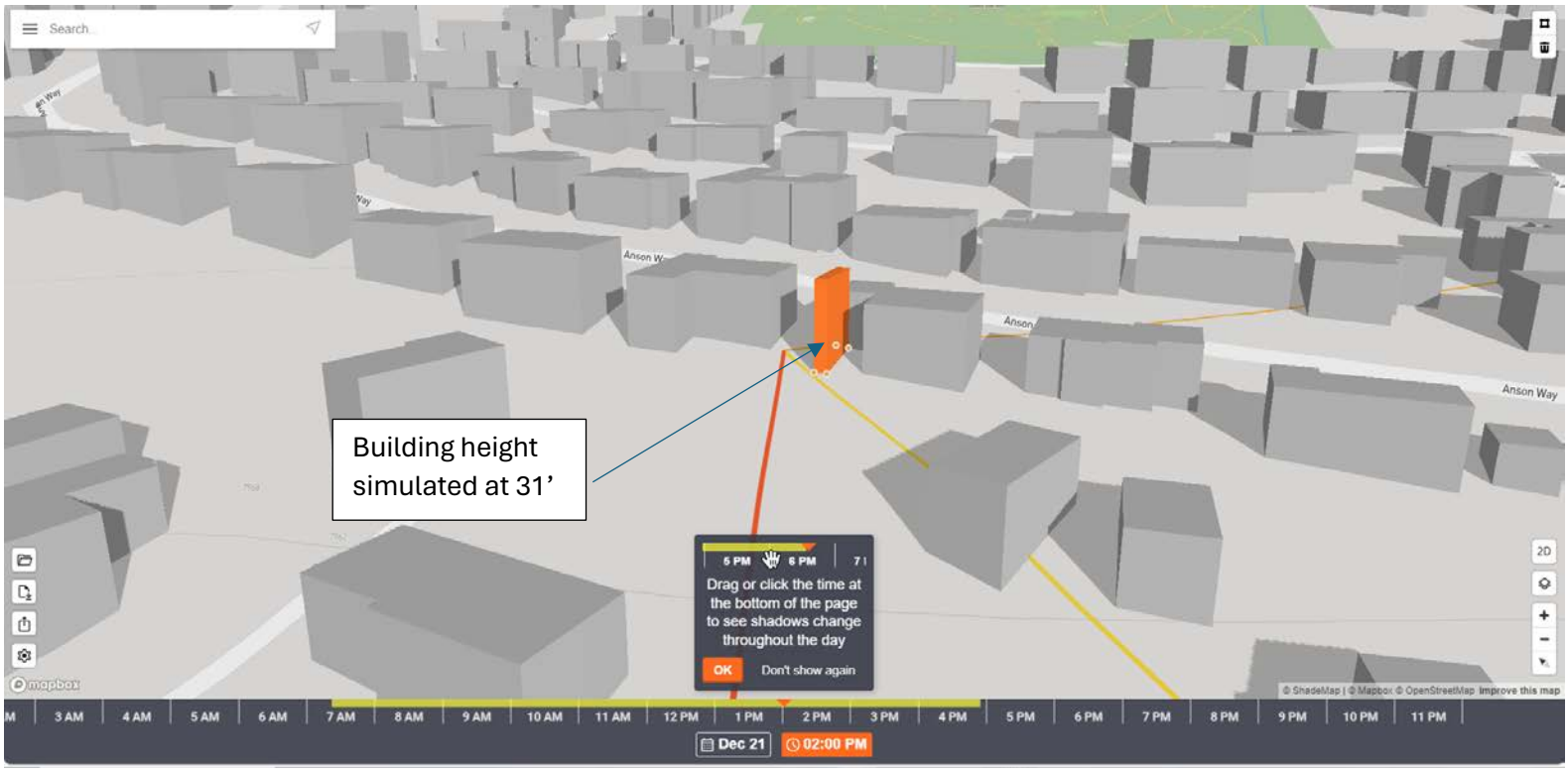


Simulated Shadow – Winter Solstice @ 1:00 p.m.



RENDERINGS CREATED USING HTTPS://SHADEMAP.APP

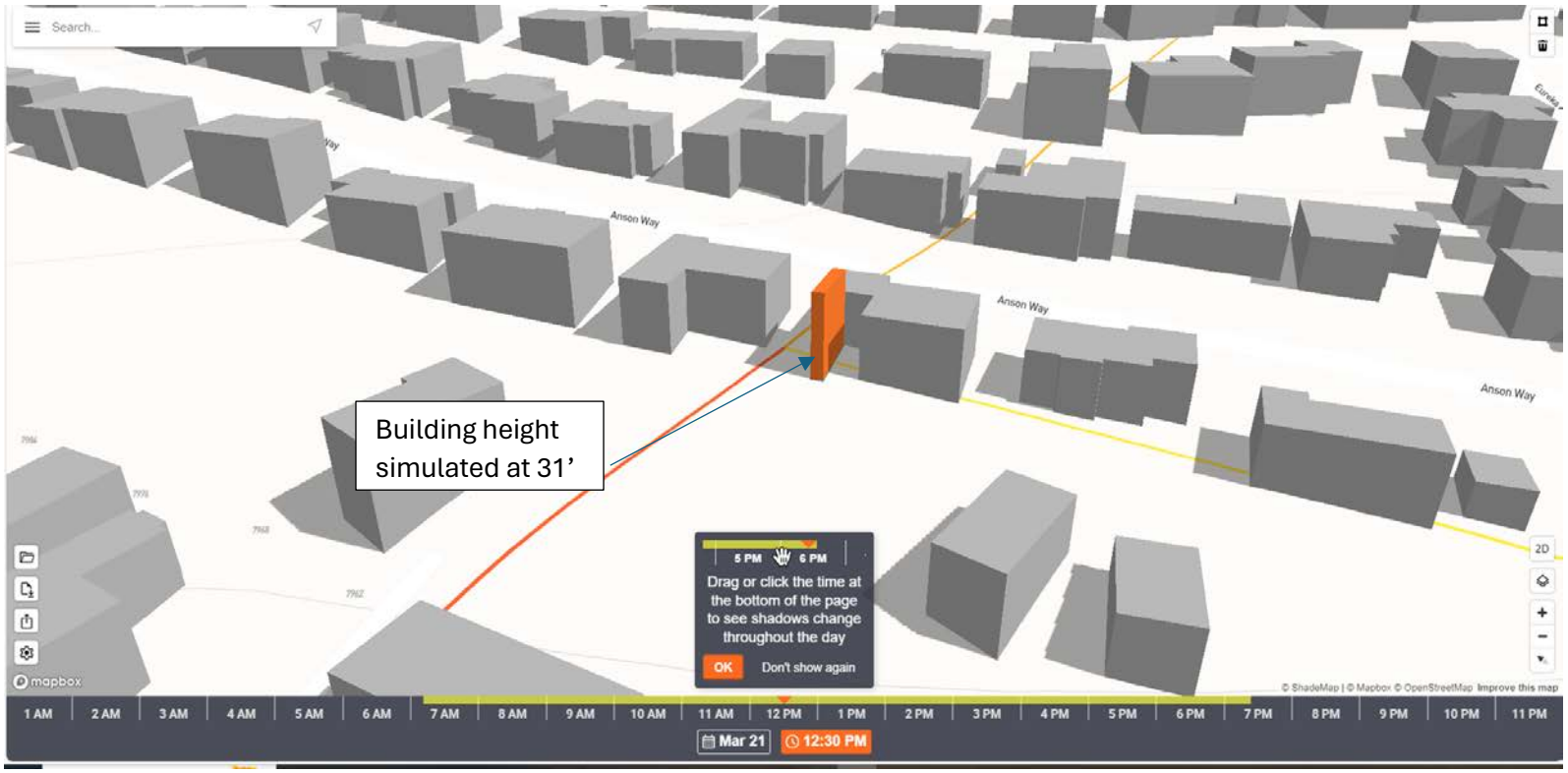
Simulated Shadow – Winter Solstice @ 2:00 p.m.



Simulated Shadow – Winter Solstice @ 3:00 p.m.

RENDERINGS CREATED USING HTTPS://SHADEMAP.APP

Simulated Shadow – Equinox @ 12:30 p.m.



Simulated Shadow – Summer Solstice @ 12:45 p.m.

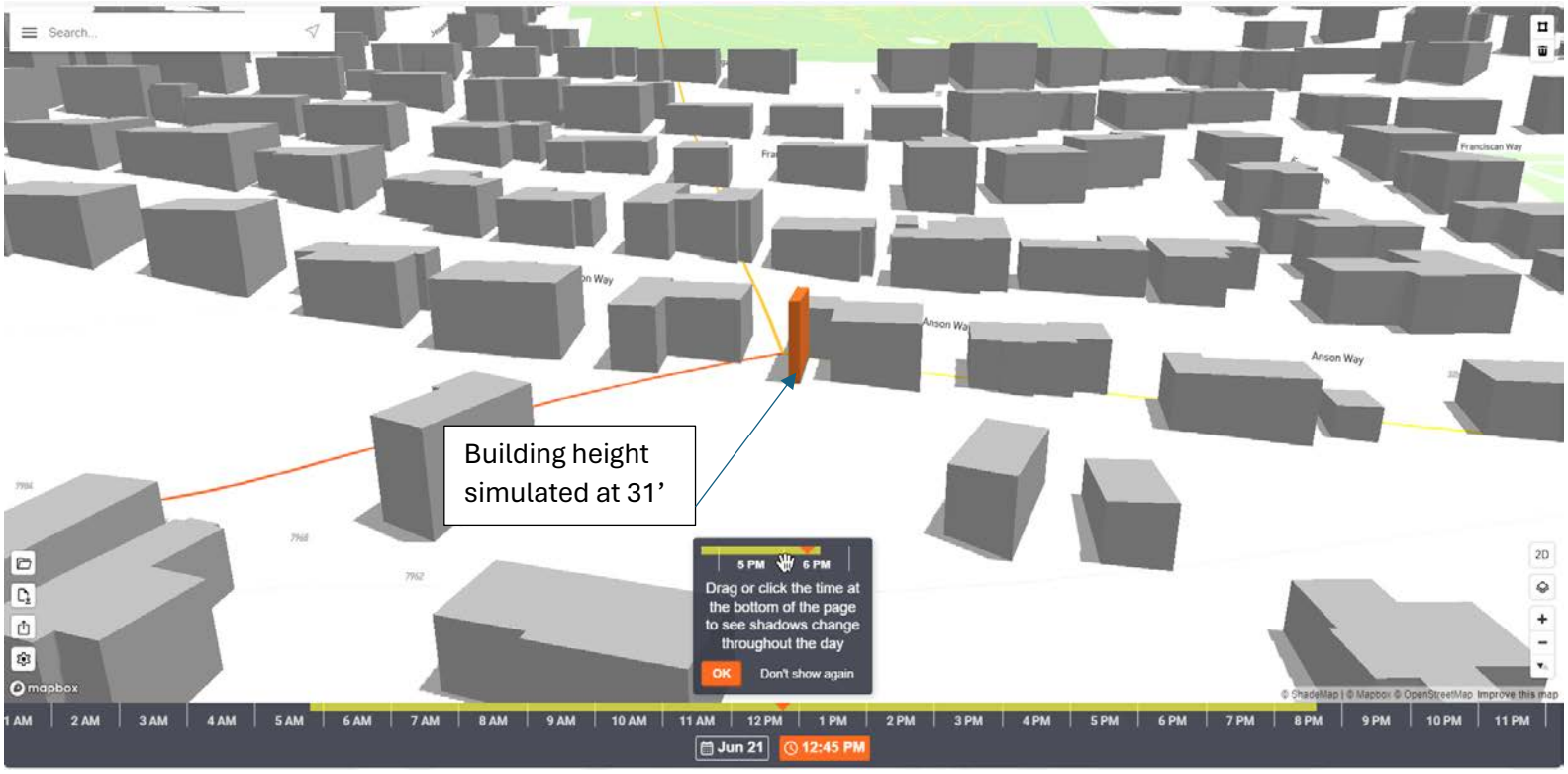


EXHIBIT 6

POWERPOINT PRESENTATION

Anson Way Development Plan Permit Appeal

County File: CDDP23-03024

COUNTY PLANNING COMMISSION

MARCH 27, 2024

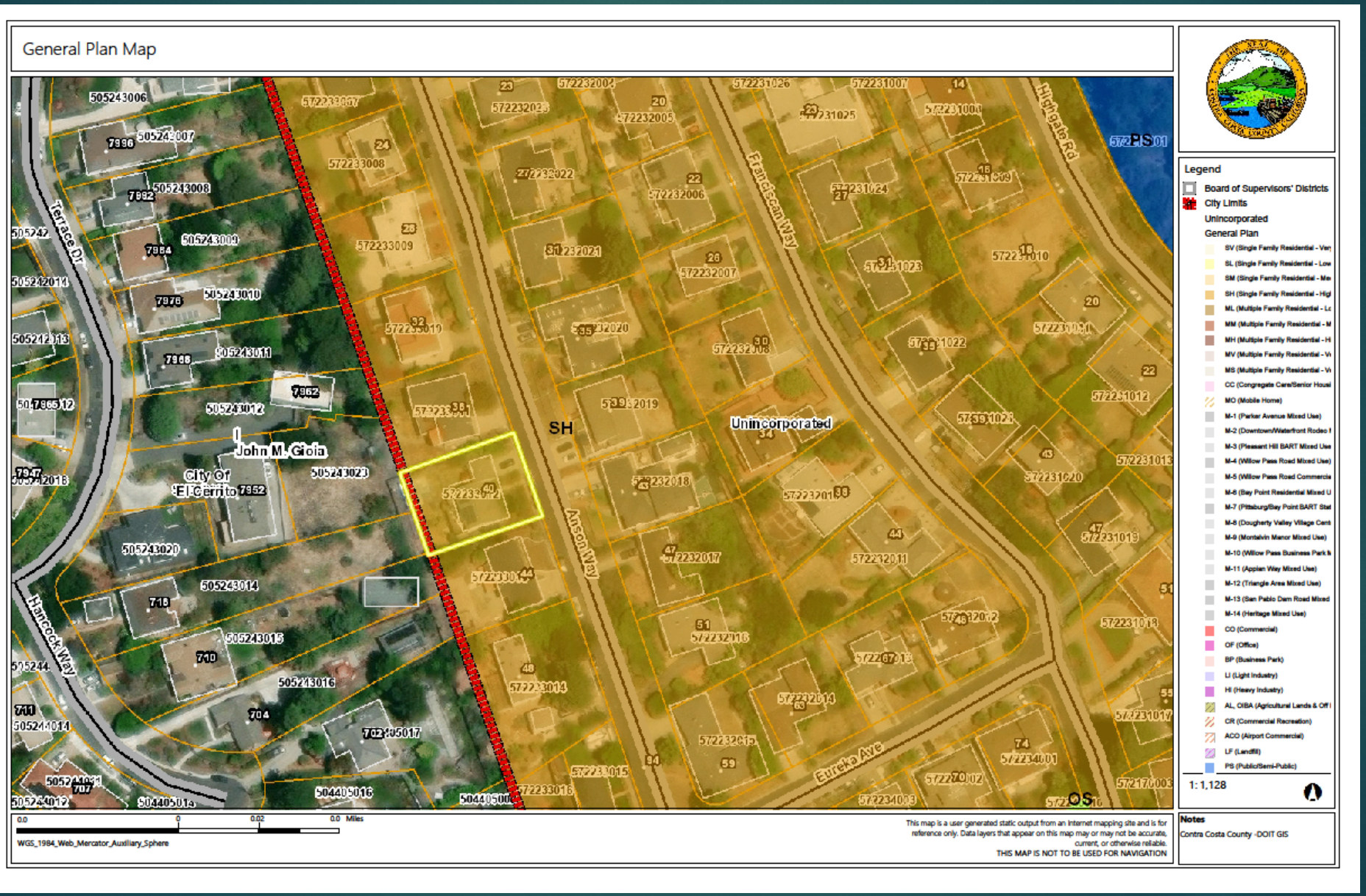
Background

- A public hearing request in response to Kensington Design Review CDKR23-00010 was received by CDD staff on June, 7 2023, necessitating the submittal of Development Plan CDDP23-03024 for the proposed addition.

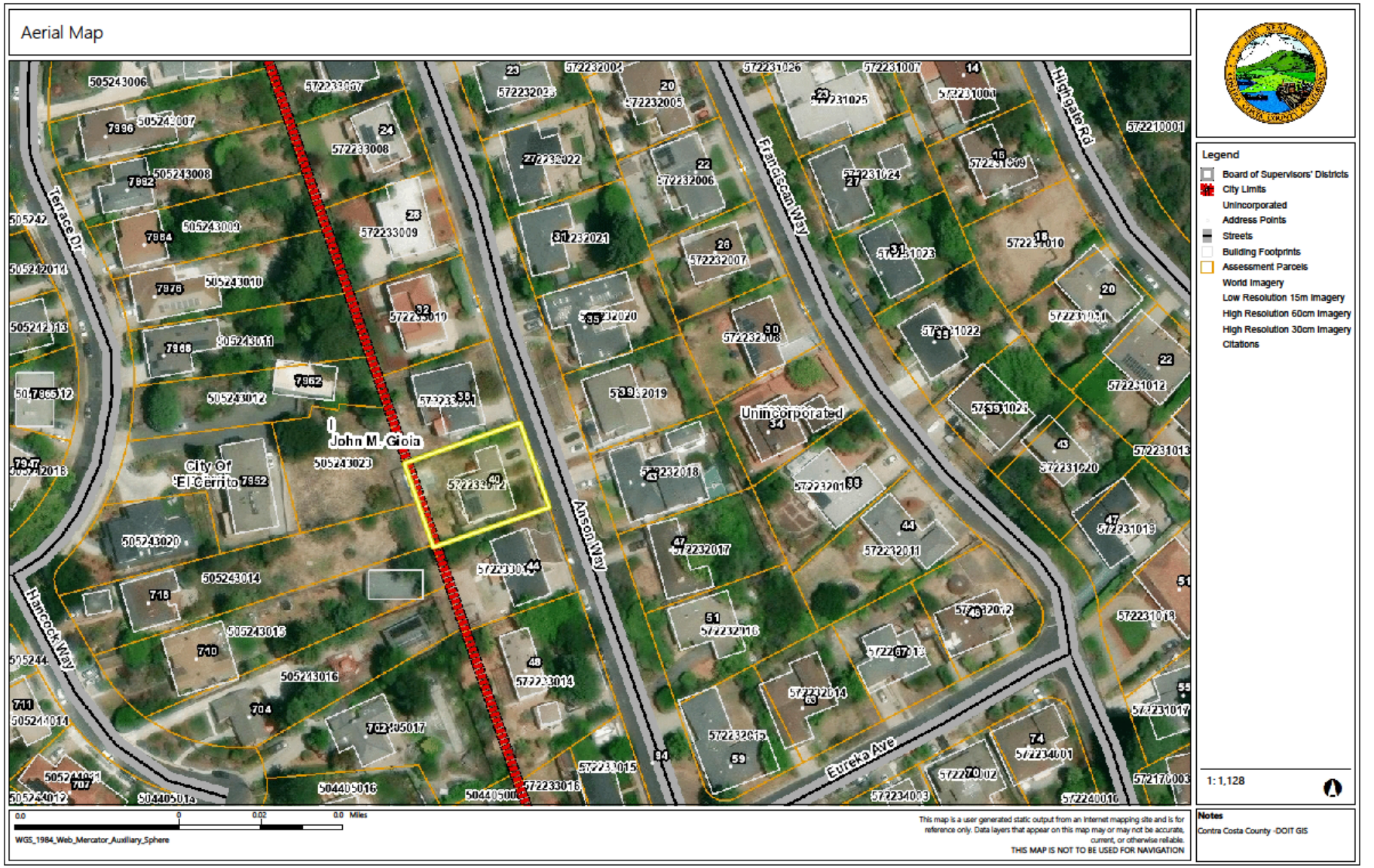
Zoning Map

Zoning Map
Unincorporated
R-6 -TOV -K
John M. Gioia
City Of El Cerrito
Terrace Dr
Hancock Way
Anson Way
Franciscan Way
Eureka Ave
Highgate Rd
Legend
Board of Supervisors' Districts
City Limits
Unincorporated
Zoning
1:1,128
Notes
Contra Costa County -DOIT GIS
WGS_1984_Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION

General Plan Map



Aerial Map


Aerial 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
1:1,128
Notes
Contra Costa County -DOIT GIS
John M. Gioia
City Of El Cerrito
Unincorporated
Terrace Dr
Hancock Way
Anson Way
Francisco Way
Eureka Ave
Highgate Rd
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.
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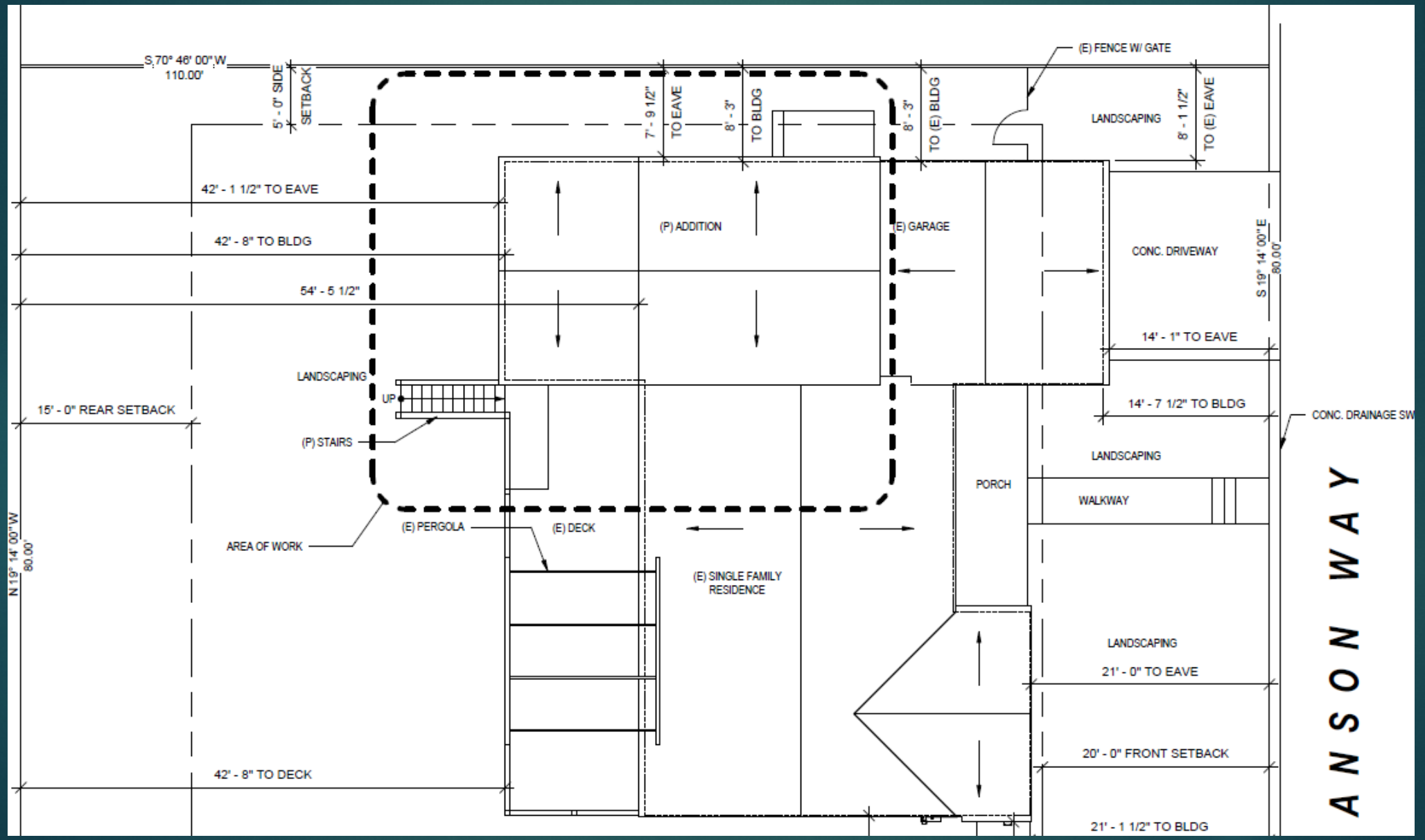
Proposed Two-Story Addition



Proposed Two-Story Addition

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- On February 14, 2024, CDD staff received a formal appeal from Shona Armstrong on behalf of neighboring property owner Kris McClain.

Armstrong Appeal

- The project violates general plan policies protecting views and solar access due to unnecessary building bulk.
- The project exceeds height limitations codified in County Ordinances.
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- The project adversely affects the neighbor's property value.
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View Impact

View Impact

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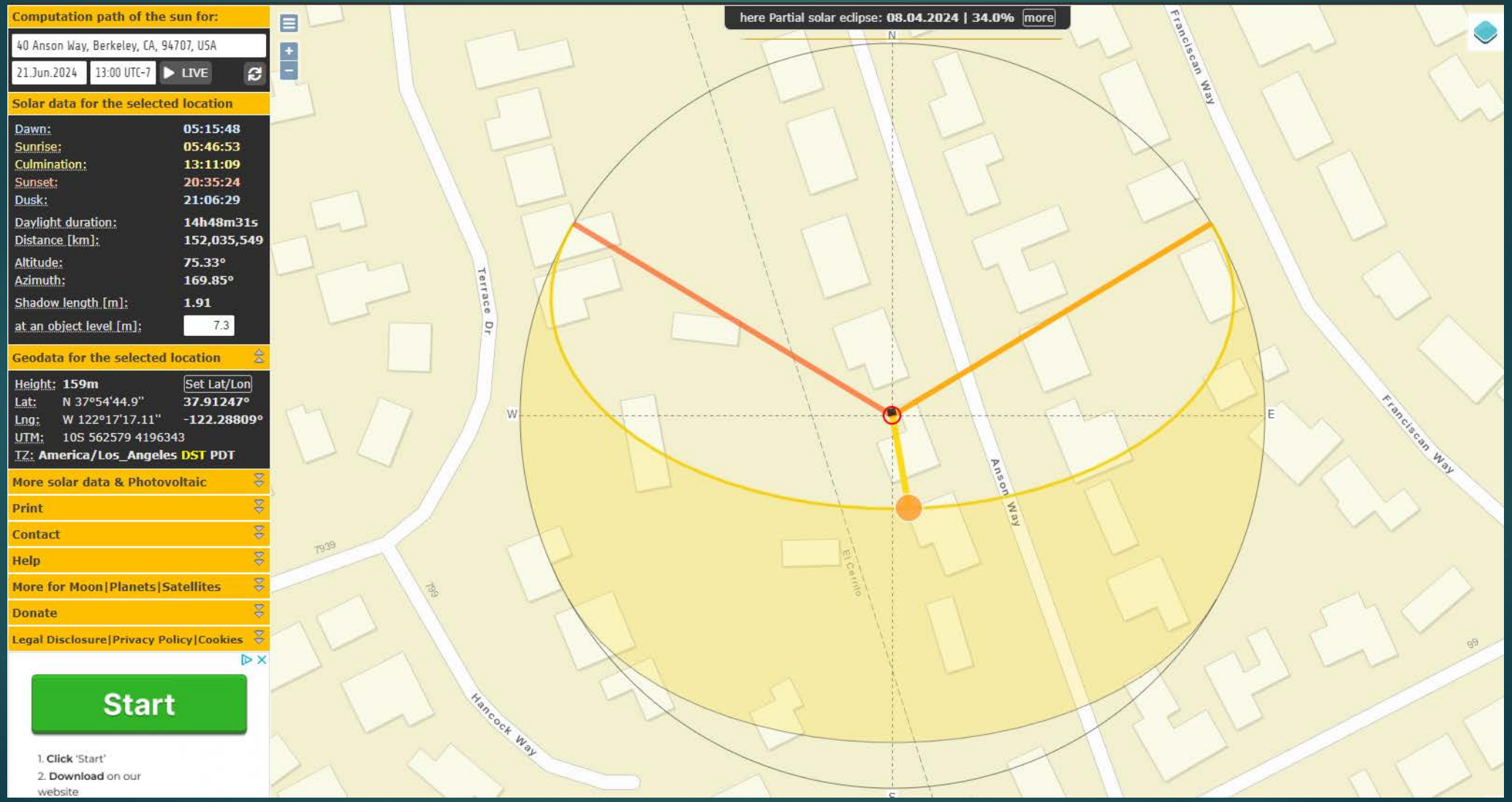
View Impact

Solar Access Impact (Summer Solstice)

www.suncalc.org



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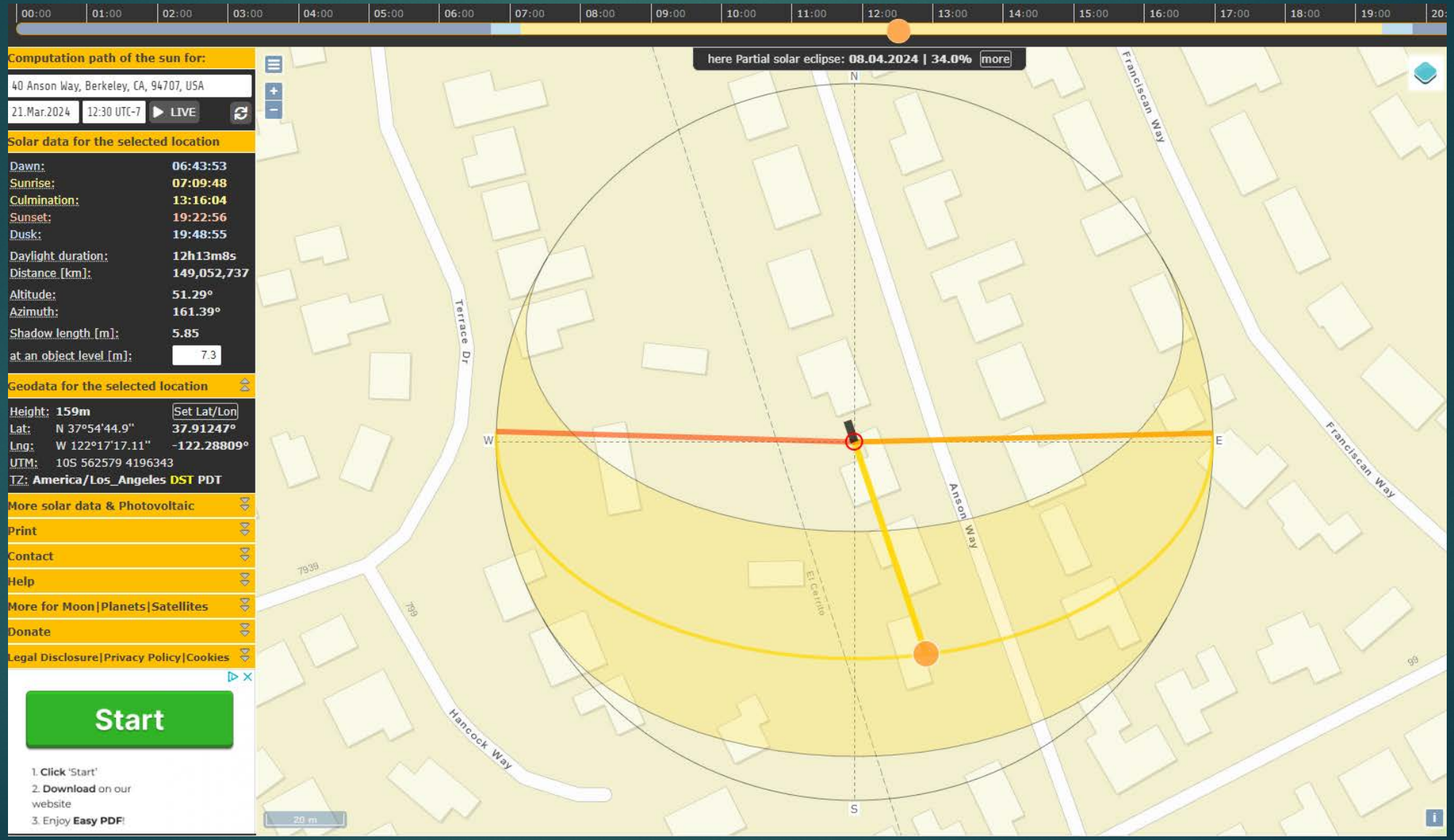

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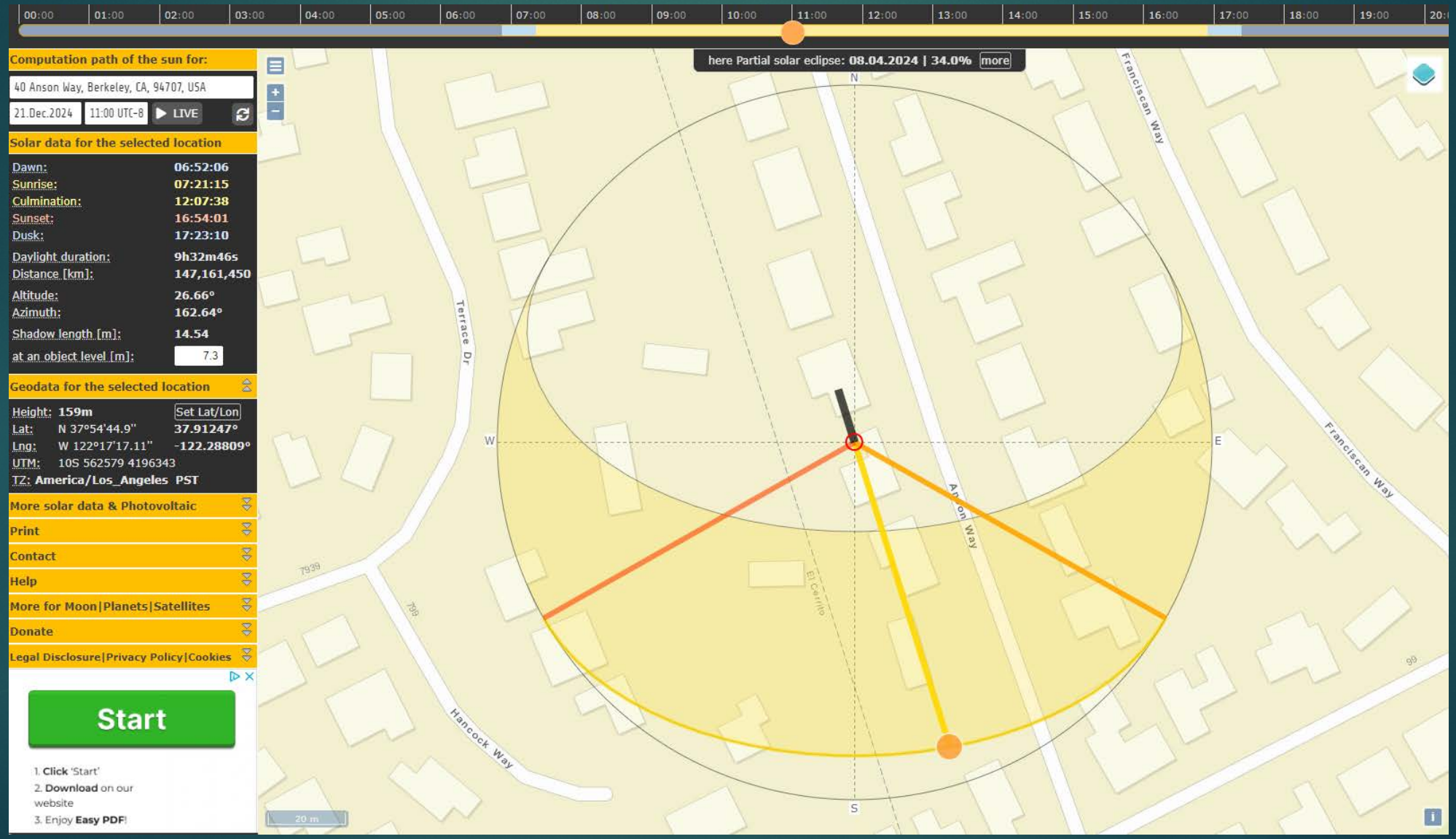

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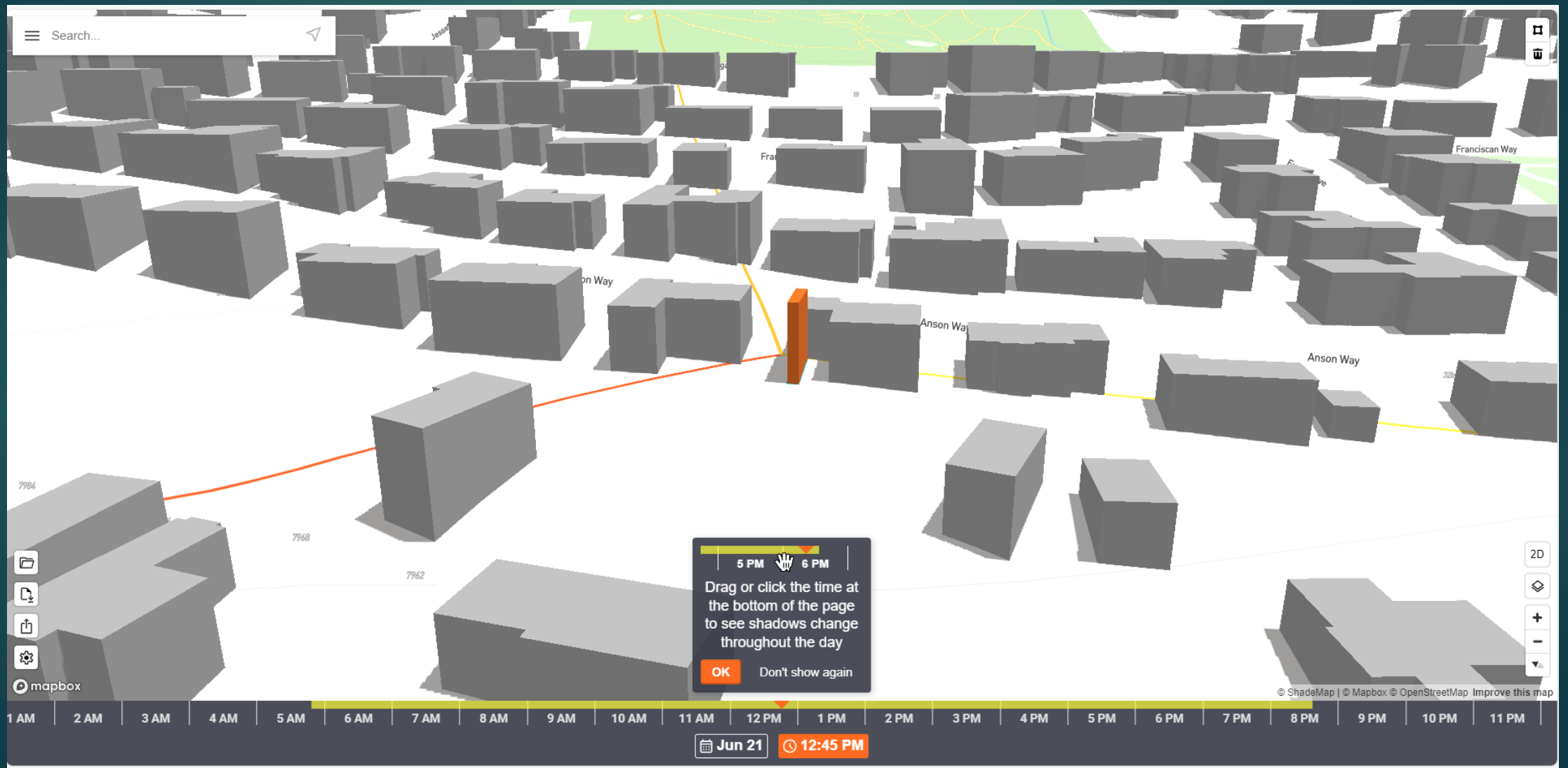

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Building Height

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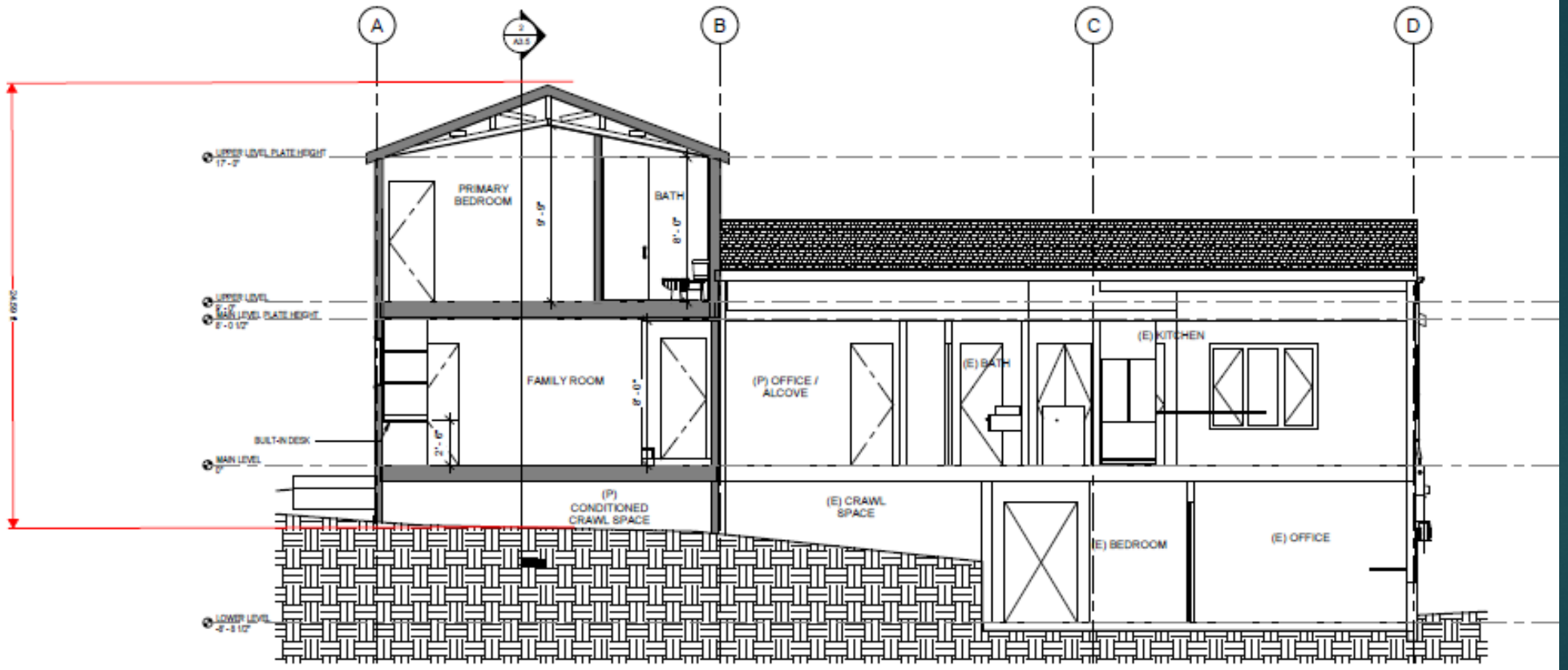

2 (P) BUILDING SECTION 3

1/4" = 1'-0"

Staff Response to Appeal

- Staff followed the requirements of the Kensington Ordinance and development standards for the R-6 zoning district.
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Questions?

Anson Way Development Plan Permit Appeal

County File: CDDP23-03024

COUNTY PLANNING COMMISSION

MARCH 27, 2024

Background

- A public hearing request in response to Kensington Design Review CDKR23-00010 was received by CDD staff on June, 7 2023, necessitating the submittal of Development Plan CDDP23-03024 for the proposed addition.

Zoning Map

Zoning Map
Unincorporated
R-6 -TOV -K
John M. Gioia
City Of El Cerrito
Terrace Dr
Hancock Way
Anson Way
Franciscan Way
Eureka Ave
Highgate Rd
Legend
Board of Supervisors' Districts
City Limits
Unincorporated
Zoning
1:1,128
WGS_1984_Web_Mercator_Auxiliary_Sphere
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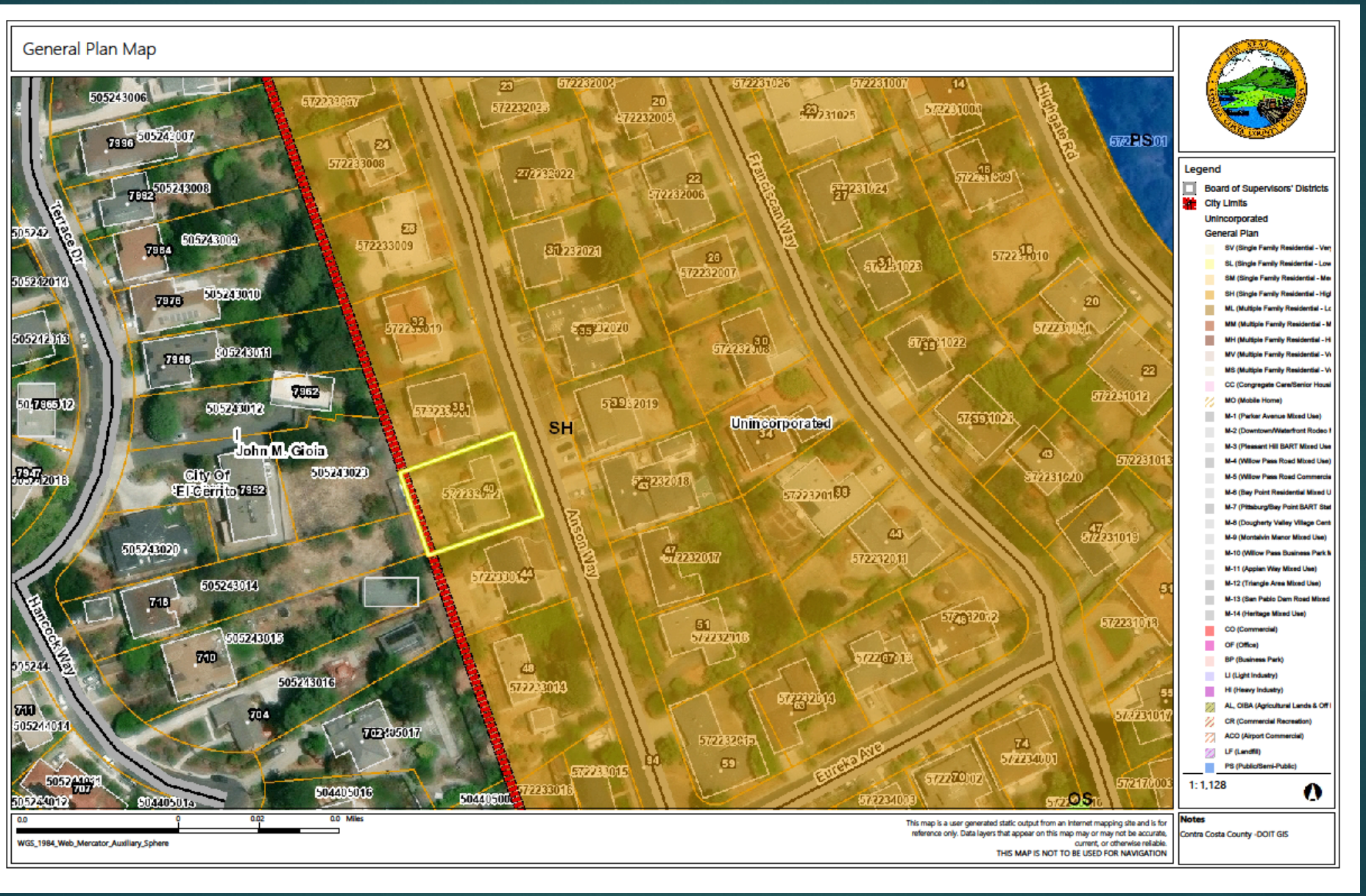
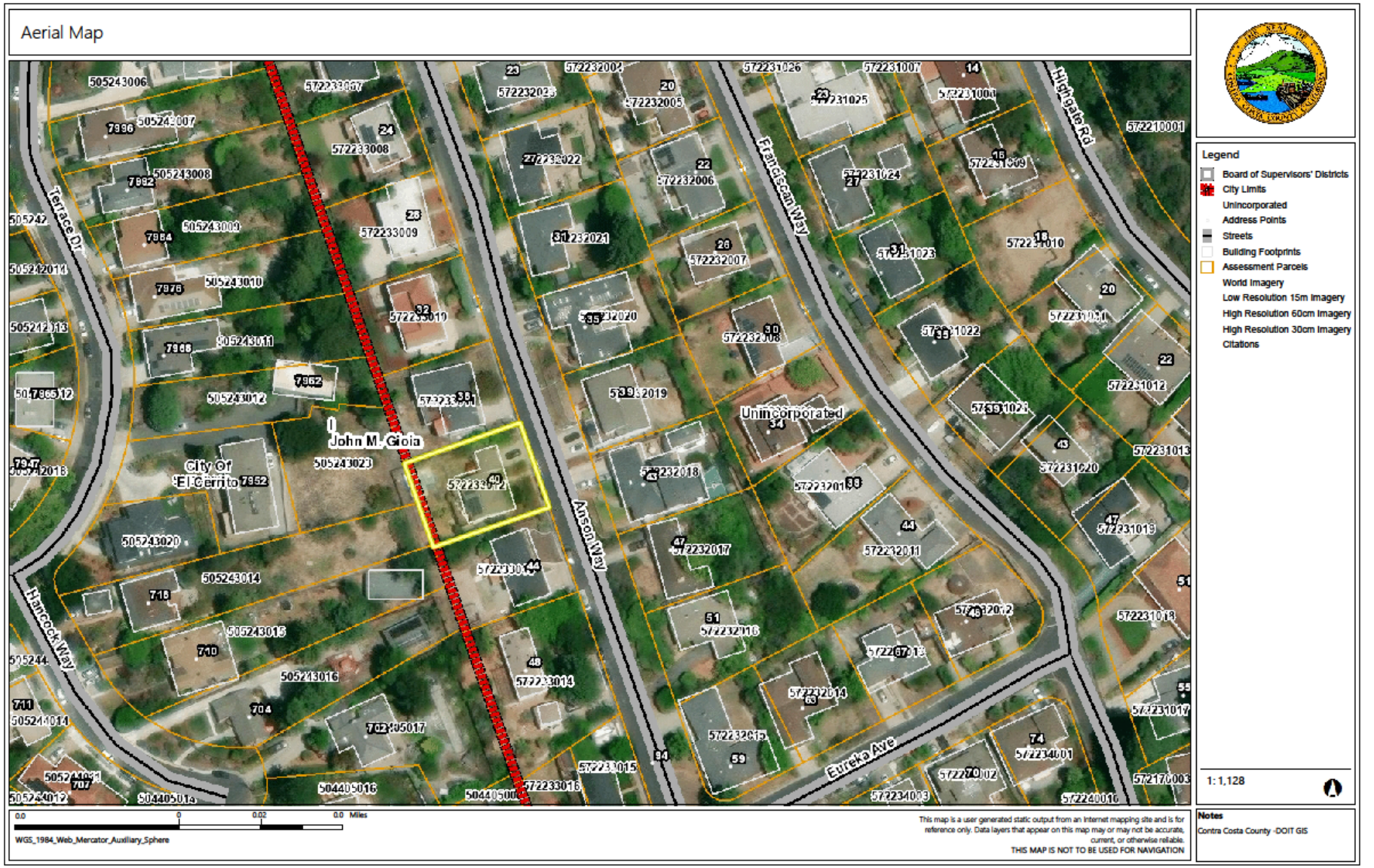
Notes
Contra Costa County -DOIT GIS

General Plan Map



Aerial Map


Aerial 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
1:1,128
Notes
Contra Costa County -DOIT GIS
John M. Gioia
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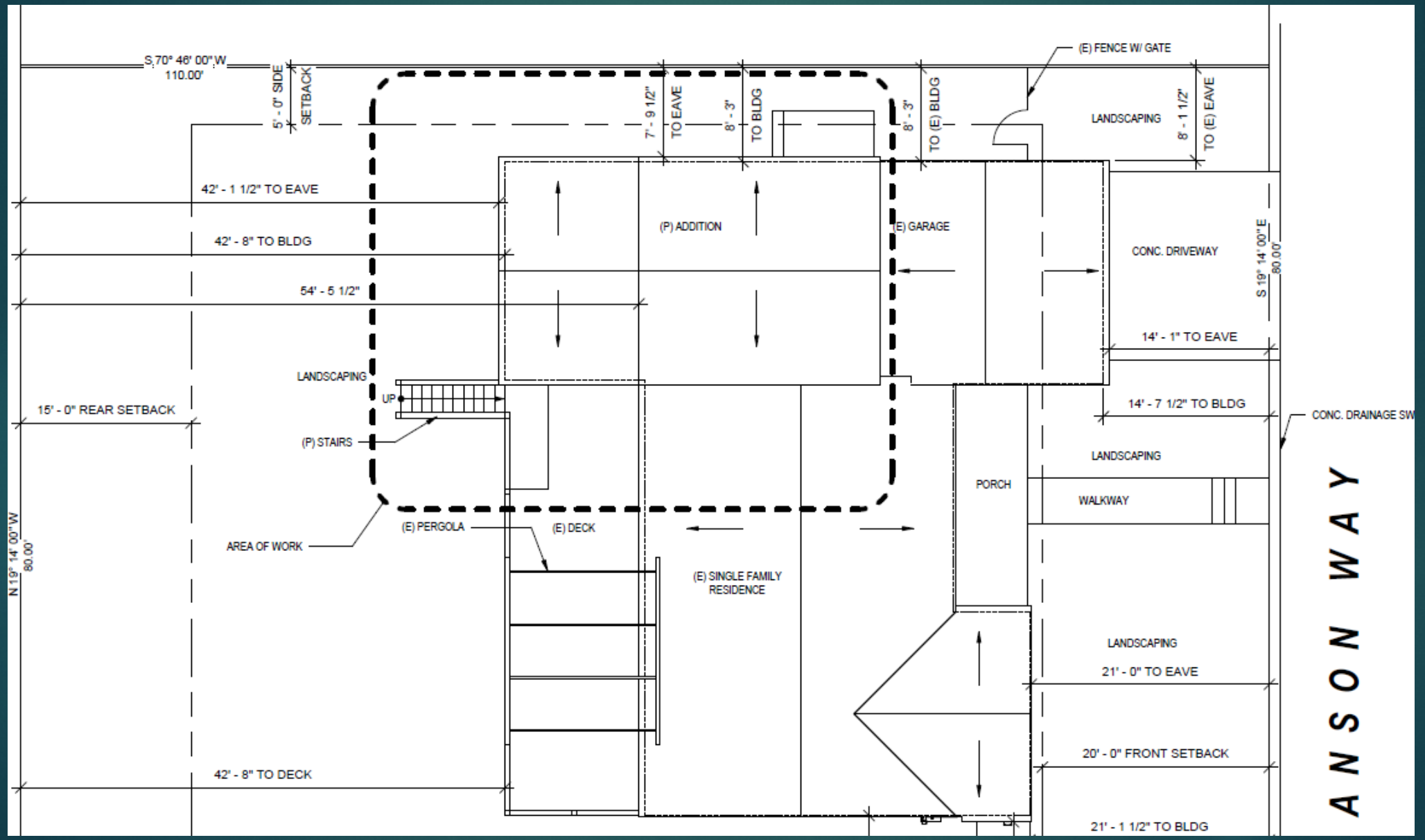

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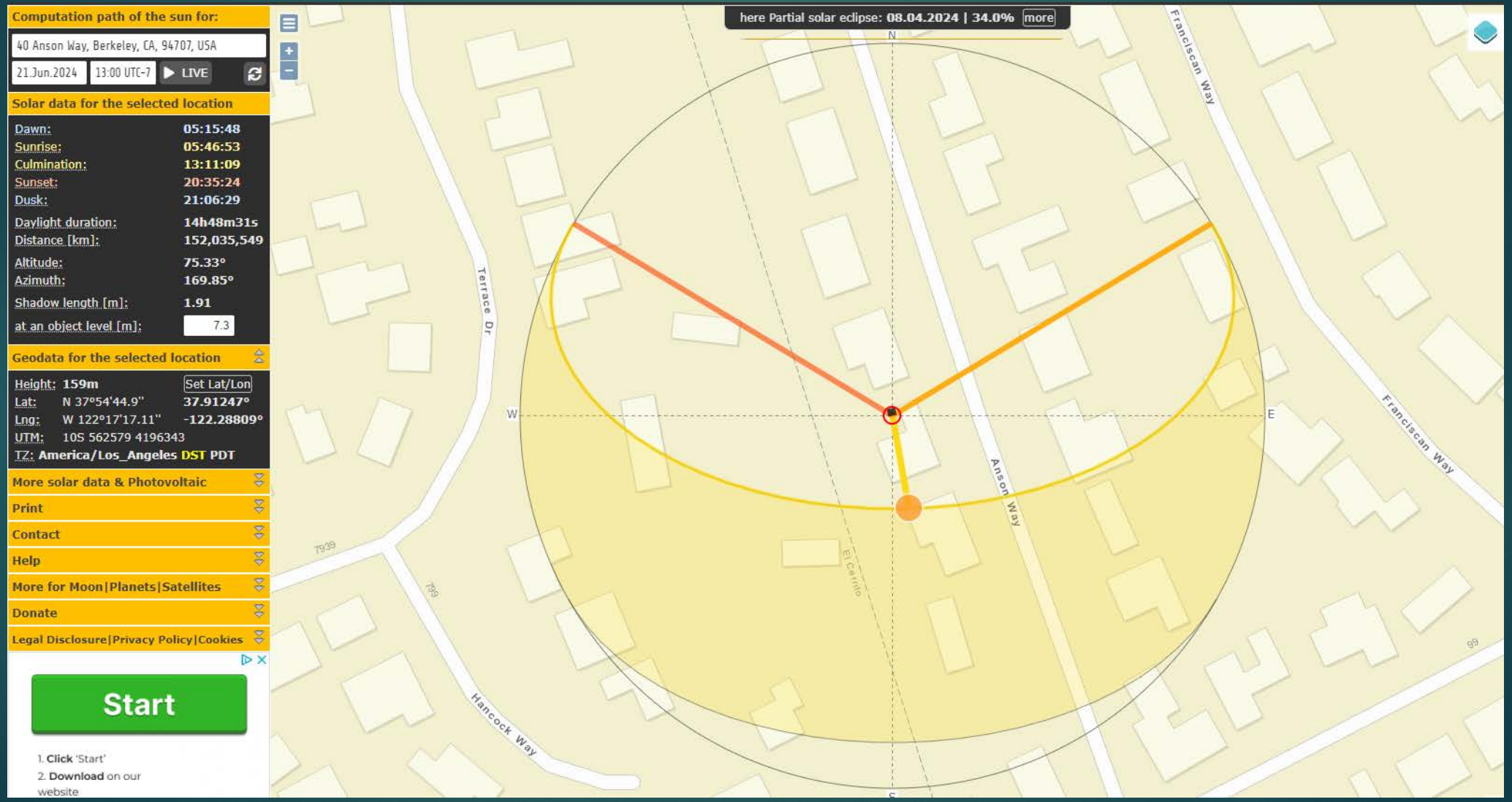

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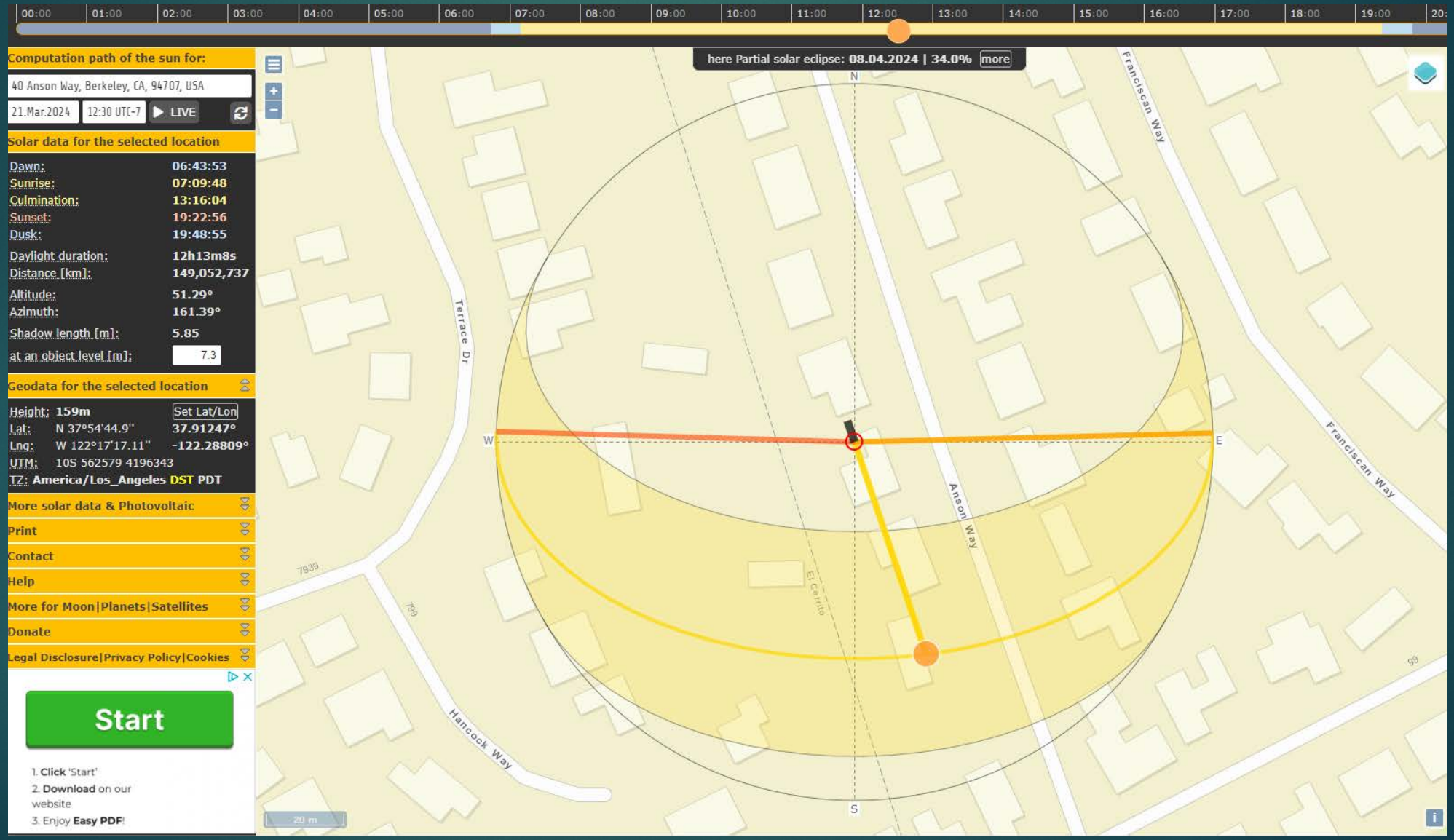

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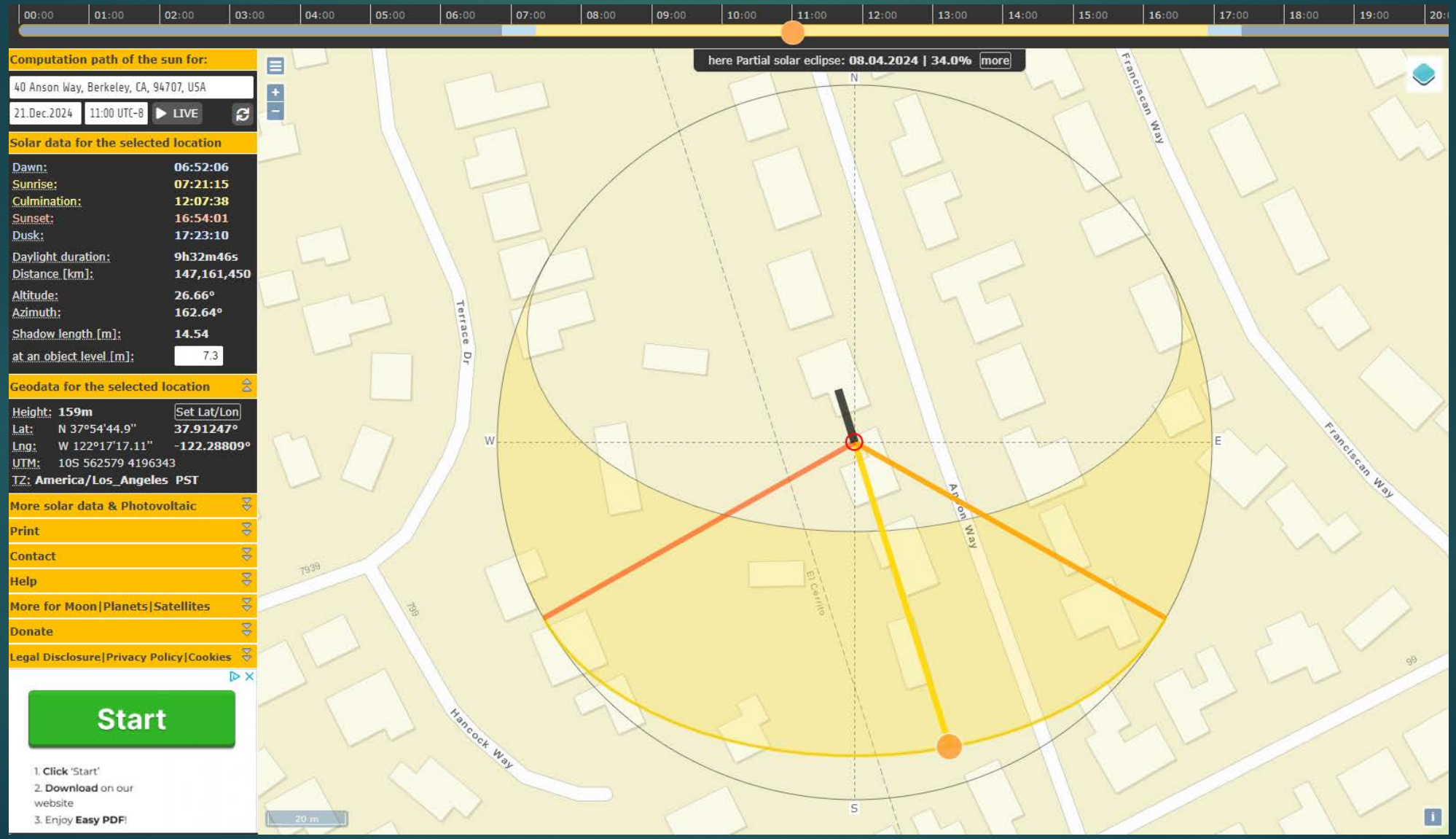

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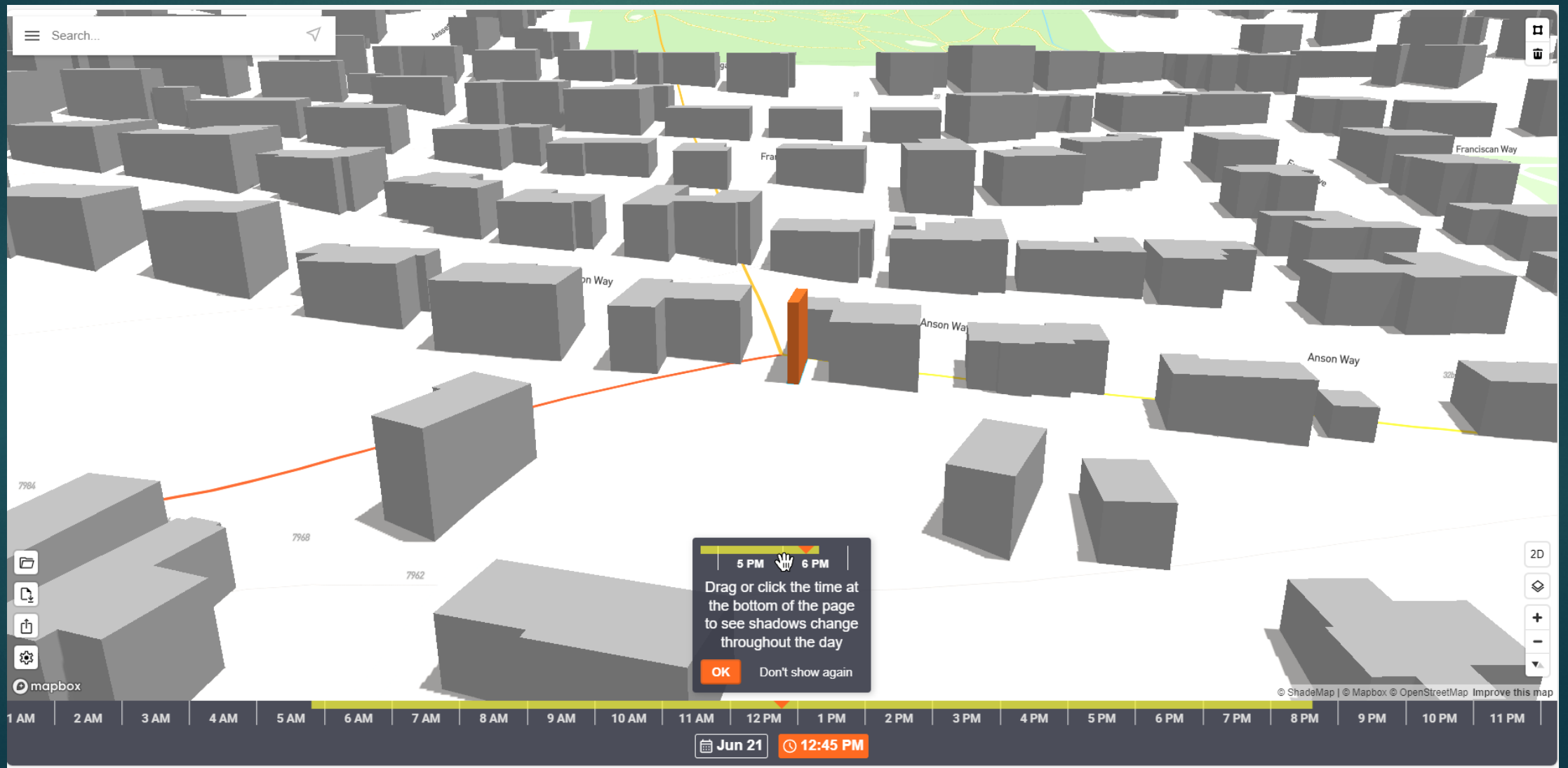

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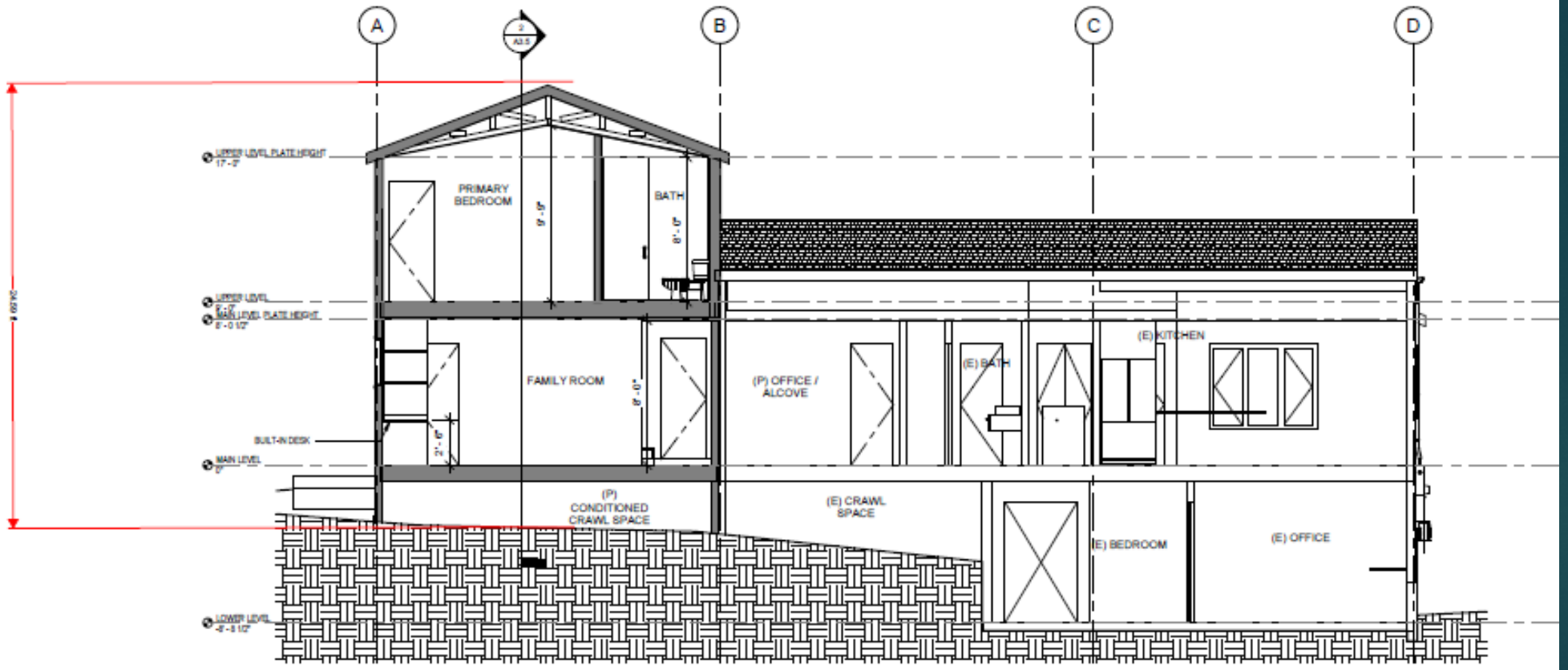

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Questions?

Attachment 5

CDDP23-03024 ZA Staff Report

Department of Conservation and Development

County Zoning Administrator

Monday, February 5, 2024 – 1:30 P.M.

STAFF REPORT **Agenda Item #____**

Project Title:	40 Anson Way Kensington Design Review Development Plan
County File(s):	CDDP23-03024
Applicant/Owners:	Cari Rosner Jelen (Applicant) / Elena Saxonhouse (Owner)
Zoning/General Plan:	R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, -K Kensington Combining District / SH Single-Family Residential-High Density
Site Address/Location:	40 Anson Way in the Kensington area of unincorporated Contra Costa County (APN: 572-233-012)
California Environmental Quality Act (CEQA) Status:	Categorical Exemption, CEQA Guidelines Section 15301(e)(2)
Project Planner:	Adrian Veliz, Senior Planner, (925) 655-2879 adrian.veliz@dcd.cccounty.us
Staff Recommendation:	Approve (See section II for full recommendation)

I. PROJECT SUMMARY

The applicant requests approval of a Kensington Design Review Development Plan to allow a 993 square-foot two-story addition to the northern side of an existing single-family residence.

II. RECOMMENDATION

Department of Conservation and Development, Community Development Division (CDD) staff recommends that the County Zoning Administrator:

A. FIND that the project is categorically exempt from CEQA under Section 15301(e)(2) of the CEQA Guidelines.

B. APPROVE Kensington Design Review Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to an existing single-family residence, subject to the attached findings and conditions of approval.

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

III. GENERAL INFORMATION

A. General Plan: SH Single-Family Residential – High Density.

B. Zoning: R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, -K Kensington Combining District.

C. California Environmental Quality Act (CEQA): CEQA Guidelines Section 15301(e)(2) Existing Structures, Class I exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan.

D. Previous Application:

CDKR23-00010: This application for Kensington Design Review for a two-story residential addition was submitted on May 11, 2023. A Notice of Intent to Render an Administrative Decision was sent to property owners within 300 feet of the subject parcel on June 1, 2023. On June 7, 2023, the CDD received a written request for a hearing, and the applicant submitted an application for the CDDP23-03024 Development Plan on July 11, 2023.

IV. SITE/AREA DESCRIPTION

The property at 40 Anson Way is an 8,800 square-foot parcel located on the west side of Anson Way approximately 330 feet north of the intersection of Anson Way and Eureka Avenue. Eureka Avenue slopes downward to the west into the City of El Cerrito. The subject parcel slopes downward from northeast to southwest.

The project neighborhood, including the subject parcel, is comprised of single-family residences. The terrain in this part of Kensington consists of moderate to steeply sloped hillsides. Generally, elevation increases north and east of the site, whereas areas south and west of the site are located downslope. Due to the topography of the area many homes in the neighborhood have distant views to the west of city skylines, the San Francisco Bay, Golden Gate Bridge and/or Bay Bridge.

The subject parcel is rectangular in shape, having a width of 80 feet along Anson Way and a depth of 110 feet. The parcel includes a 1,357 square-foot single-family residence, which was originally constructed in 1946

V. PROJECT DESCRIPTION

The applicant requests approval of a Development Plan to allow a 993 square-foot two-story addition behind an existing garage on the northern side of the existing single-family residence. Currently, the northern side of the existing residence is one-story and approximately 13 feet in height. The two-story addition would expand the residential footprint and increase the northerly height of the home to 24 feet.

VI. AGENCY COMMENTS

An Agency Comment Request packet for the proposed residential addition was sent on March 14, 2023, to a number of public agencies, including Building Inspection Division, Kensington Fire Protection District, Stege Sanitary District, East Bay Municipal Utility District, and Kensington Municipal Advisory Council. Agency comments received by staff are included in Attachment 3. Following are summaries of the agency comments received.

A. East Bay Municipal Utility District: On July 28, 2023, the East Bay Municipal Utility District submitted a memorandum stating that if additional water service is needed, the applicant should contact their New Business Office and that new water service will not be provided unless applicable water efficiency measures are installed.

   An Advisory Note is included in the Conditions of Approval and Advisory Notes whereby the applicant is responsible for contacting the East Bay Municipal Utility District regarding additional water service.

B. Kensington Municipal Advisory Council (MAC): On October 26, 2023, the Kensington MAC submitted an email stating that at its meeting on October 25, 2023, the MAC recommended approval of the application by a vote of 3-1, with a fifth member abstaining.

VII. REQUEST FOR PUBLIC HEARING

On June 7, 2023, the neighboring property owner at 36 Anson Way, located adjacent to and north of the subject parcel submitted a letter requesting a public hearing on Kensington Design Review CDKR23-00010. The letter is included in Attachment 4. In the letter, the neighboring property owner requested an opportunity to discuss the compatibility of the proposed addition and its impact on adjacent residences.

VIII. STAFF ANALYSIS

A. General Plan Consistency: The subject parcel at 40 Anson Way is located within the SH Single-Family Residential – High Density General Plan land use designation. The SH designation is intended to promote the orderly development of single-family residential neighborhoods. The project entails an addition to increase living area within an existing 1,357 square-foot single-family residence by 993 square feet. The proposed addition does not change the established residential use of the site, it's residential density, or lot size. Thus, the single-family residential nature of the project does not conflict with the intent and purpose of the SH designation.

The project is also subject to the Policies for the Kensington Area, Policies 3-211 through 3-215 of the General Plan Land Use Element. Collectively, these policies provide for reasonable review of new residential development with protection for existing residences in the Kensington community. New residential projects are evaluated for view impacts, design compatibility, privacy, and solar access. The project's compliance with each of these policies is discussed below.

Additionally, this report includes discussion of the proposed design, including view impacts, design compatibility, parking, privacy, and solar access, as required by General Plan policies for the Kensington area. Therefore, the project is consistent with General Plan Policies 3-211 through 3-215.

Policy 3-211: *Allow for the review of new residential development that provides reasonable protection for existing residences in the Kensington community with*

regard to: views, design compatibility (including building bulk, size, and height), adequate parking, privacy, and access to sunlight.

This project was initially submitted to the CDD as administrative Kensington Design Review application CDKR23-00010. Upon the CDD's receipt of a written request for a public hearing on the CDKR23-00010 application in response to public notifications associated therewith, the applicant submitted the current CDDP23-03024 Development Plan application in order to continue the planning process. The processing of this application, culminating in a Zoning Administrator decision at a noticed public hearing, provides reasonable protection for neighboring property owners by providing a process including public notification and allowing additional opportunities for concerned neighbors to comment on the project before a decision is made. As discussed in detail within the Zoning Compliance section of this report, staff finds the proposed residential addition to be consistent and compatible with the surrounding neighborhood and does not anticipate that the addition would have a substantial impact on views, privacy, or solar access for neighboring properties.

Policy 3-212: *Preservation of views of scenic natural features (e.g. Bay, mountains) and the developed environment (e.g., bridges, San Francisco skyline) should be incorporated into the review of development applications.*

Section 84-74.404(r) of the Kensington Combining District Ordinance (County Code Chapter 84-74) defines "view" as *"a scene from a window in habitable space of a neighboring residence. The term 'view' includes both up-slope and downslope scenes, but is distant or panoramic range in nature, as opposed to short range."* The subject parcel and neighboring parcels are situated on a western facing slope that descends steeply to the west towards the City of El Cerrito. The topography of the area is such that it allows many homes on the hillside to enjoy distant westerly views of city skylines, the San Francisco Bay, Golden Gate Bridge and/or Bay Bridge. On October 6, 2023, at the request of the Kensington MAC, the applicant installed story poles on the subject parcel in order to simulate the height and building mass of the proposed addition. On October 20, 2023, staff was permitted to view the story poles from two neighboring residences at 36 Anson Way (adjacent to and north of the subject parcel) and 39 Anson Way (across the street to the east of the subject parcel) in order to assess potential view impacts. Aesthetically, the proposed addition would have the greatest impact on a southern facing window on the second story of the residence at 36 Anson Way. Existing views from this southern facing window

predominantly consist of neighboring residences and neighborhood trees. Since these existing views are not distant or panoramic in nature, they do not constitute a "view" as defined by the Kensington Combining District Ordinance. Based on the October 20, 2023 site visit, the proposed addition does not substantially degrade any existing "view" – as defined by the aforementioned County Ordinance - from within any neighboring residence. Therefore, the project preserves views in a manner consistent with Policy 3-212. Staff photographs depicting the story poles from neighboring residences are included in this report as Attachment 5.

Policy 3-213: *Review proposed residential development for design compatibility with nearby development (e.g. building mass, height, mechanical devices) and provisions for adequate parking.*

The project neighborhood consists of a mix of one- and two-story single-family residences. Considering that two-story residences presently exist on immediately adjacent parcels to the north, south, east, and west, the building mass of the proposed two-story addition is consistent and compatible with the design of existing residential development in the vicinity. Additionally, the proposed addition would have a height of 24 feet, which is substantially less than the 35-foot maximum for residential development in the R-6 Single-Family Residential District pursuant to Section 84-4.802 of the County Code. Further, the existing two-car garage on the subject parcel meets the off-street parking requirement for the R-6 District pursuant to Section 84-4.1202 of the County Code. Therefore, based on the foregoing discussion, the project is considered compatible with existing development in the vicinity in terms of design, height, and the provision of adequate parking.

Policy 3-214: *New residential development will be reviewed against realistic impacts of privacy and sunlight on surrounding neighbors.*

Staff has evaluated the project to determine whether realistic impacts of privacy and sunlight would expectedly arise from the addition. The addition is not expected to affect the privacy or solar access on neighboring parcels to any significant degree, as discussed in detail in the below Zoning Compliance Section B.3 below.

Policy 3-215: *Consideration will be given to review of non-residential development in the Kensington community with Policies 3-211 through 3-213 herein.*

The proposed project is a residential addition to an existing single-family residence. Thus, this policy does not apply.

B. Zoning Compliance: The subject parcel is located in the R-6 Single-Family Residential District, -TOV Tree Obstruction of Views Combining District, and -K Kensington Combining District. The proposed project does not involve removal or addition of any tree, and therefore, the regulations of the Tree Obstruction of Views Combining District do not apply to this application.

The intent and purpose of the R-6 District is to facilitate orderly development and maintenance of high-density, single-family residential neighborhoods. The proposed residential addition conforms to all R-6 development standards (e.g. front setback, side and rear yards, building height, off- street parking). Therefore, the proposed addition to an existing single-family residence meets the intent and purpose of the R-6 District.

The Kensington Combining District includes seven criteria for approval of the Development Plan. As detailed below, the project satisfies all seven criteria.

1. *Recognizing the rights of property owners to improve the value and enjoyment of their property.*

   Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within

the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale, and design.*

   Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. *Minimizing impacts upon surrounding neighbors*.

   Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section 84-74.204(b) of the Kensington Combining District Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

   - Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or southern facing windows, the project would not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

   - Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition

would expand the residential footprint and increase the northerly height of the home to 24 feet.

The proposed addition would be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project would be expected to have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

The proposed addition would be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and would be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

In a letter dated September 18, 2023, included with this report as Attachment 6, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org) that shows the movement

of the sun for a certain date at a certain place, staff has prepared a Shadow Analysis (Attachment 7) to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. *Protecting the value and enjoyment of the neighbors' property.*

   Finding: As previously mentioned, the addition would not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition would preserve the value and enjoyment of the neighbors' property.

5. *Maintaining the community's property values*.

   Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve a incompatible land use that would conflict with the surrounding residential community in a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. *Maximizing the use of existing interior space.*

   Finding: The existing single-family residence consists of a main floor at street level having approximately 1,202 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners could not feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

7. *Promoting the general welfare, public health, and safety.*

   Finding: The residential addition does not change the land use on the subject parcel and, as described above, would have minimal impact on neighboring properties. The project's compliance with applicable zoning standards and the requirement to obtain building permits will ensure that the addition does not present a hazard to public health and safety for the occupants or community at large. Thus, the project promotes the general welfare, public health, and safety of the Kensington community.

IX. CONCLUSION

A. Construction of the proposed residential addition is consistent with the SH Single-Family Residential-High Density General Plan land use designation and complies with the intent and purpose of the R-6 Single-Family Residential Zoning District and the -K Kensington Combining District. Therefore, staff recommends approval of Kensington Design Review Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to an existing single-family residence, subject to the attached findings and conditions of approval.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024; CARI ROSNER JELEN (APPLICANT), ELENA SAXONHOUSE (OWNER)

FINDINGS

A. Kensington Combining District Findings

County Code Section 84-74.1206(b) requires a project within the Kensington Combining District to satisfy seven criteria to be approved.

1. *Recognizing the rights of property owners to improve the value and enjoyment of their property.*

   Project Finding: The project is a 993 square-foot two-story addition to the northern side of an existing single-family residence in the R-6 Single-Family Residential District. The proposed addition is in conformance with minimum setback, minimum side and rear yards, maximum building height, and minimum off-street parking requirements applicable to development in the R-6 District. Construction of a residential addition conforming to these development standards is permitted following the application review procedures for the Kensington Combining District, absent substantial impacts to neighboring parcels in terms of views, privacy, or solar access. The property owners have indicated that the increased square-footage is necessary to accommodate the needs of their family, while also providing office areas to better accommodate working from home. Additionally, the proposed two-story configuration will allow for improved views of the San Francisco Bay and city skyline from within the existing residence, similar to those enjoyed by residents of numerous other properties in the immediate vicinity.

2. *Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale, and design.*

   Project Finding: The subject parcel is not a vacant lot. Therefore, this criterion does not apply.

3. *Minimizing impacts upon surrounding neighbors.*

   Project Finding: The project involves a two-story residential addition that is in conformance with all applicable development standards for the R-6 District. Section

84-74.204(b) of the Kensington Combining District Ordinance specifies that the ordinance is intended to promote the community's values of preservation of views, light and solar access, privacy, parking, residential noise levels. The project is consistent with these values as discussed below:

- Privacy: The project proposes a two-story addition to the northern side of the existing single-family residence on the subject parcel. The neighboring property nearest to the proposed addition is the adjacent property to the north at 36 Anson Way. All upper-level windows of the residence at 36 Anson Way are oriented either towards the street to the east, or towards the scenic San Francisco Bay to the west. Since the addition does not include any northern or southern facing windows, the project will not substantially impair privacy for next door neighboring parcels, including the residence at 36 Anson Way. Therefore, the project minimizes privacy impacts upon surrounding neighbors.

- Light and Solar Access: The potential for residential construction to limit light and solar access on neighboring properties are predominantly influenced by siting (i.e. setbacks), size, and height. The project includes a two-story addition behind an existing garage on the northern side of the existing single-family residence on the subject parcel. The northern side of the existing residence is presently one-story and approximately 13 feet in height. The two-story addition will expand the residential footprint and increase the northerly height of the home to 24 feet.

  The proposed addition will be located at least 42 feet 8 inches and 63 feet 2 inches from the western rear and southern side property lines respectively, and even further from homes located to the east across Anson Way. Therefore, the project will have negligible impacts to light or solar access on neighboring properties to the south, east, and west of the subject parcel.

  The proposed addition will be located 8 feet 3 inches from the northern side property line (where 5 feet is the minimum required) and will be situated approximately 15 to 20 feet south of the existing adjacent residence to the north at 36 Anson Way. The 15 to 20 feet of separation between adjacent residences is typical for development in the R-6 District, where development standards allow for as little as 10 feet of separation. It is not uncommon for adjacent homes in the Kensington community to have less than 10 feet of separation due to lot dimensions and/or existing legal non-conforming

residences constructed prior to the implementation of the County zoning code. Additionally, the 24-foot height of the proposed addition conforms to the 35-foot maximum permissible building height for residential development in the R-6 District.

In a letter dated September 18, 2023, the consultant to the owner of the neighboring adjacent property to the north at 36 Anson Way, expressed a concern, amongst others, that the project unreasonably impairs access to daylight by casting shadows on the 36 Anson Way property. The letter includes a diagram depicting shadows cast on the property at 9 AM, 12 noon, and 3 PM on the winter solstice, whereon the proposed addition is approximated to cast a shadow over the western portion of the 36 Anson Way residence and rear yard at 9am, and over the southernmost portions of this residence at noon. Notably, the shadow analysis provided by the neighbor's consultant is limited to conditions expected at a specific time of year when the daylight hours are shortest (i.e. the sun rises later and sets earlier than any other date) and when the sun rises at its southernmost location in the sky. Using a web-based application (www.suncalc.org) that shows the movement of the sun for a certain date at a certain place, staff has prepared a Shadow Analysis to approximate the project's effect on solar access for the summer solstice, and at the equinox. The shadow analysis shows the sun rising further to the north and higher in the sky throughout the rest of the year, and the extent of shadows cast on the northerly parcel are typically much less throughout the year than depicted by the consultant. Therefore, the project is not expected to affect the neighboring residence's solar access to any significant degree.

4. *Protecting the value and enjoyment of the neighbors' property.*

   Project Finding: As previously mentioned, the addition will not significantly block any views in the project neighborhood or decrease privacy or access to sunlight. Therefore, absent significant impacts on neighboring parcels, the addition will preserve the value and enjoyment of the neighbors' property.

5. *Maintaining the community's property values.*

   Project Finding: The project involves an addition to an existing single-family residence in an established residential neighborhood. The proposal does not involve a noncompatible land use that conflicts with the surrounding residential community in

a manner that may negatively affect property values. Additionally, the project does not substantially affect scenic views, privacy, or solar access for neighboring parcels to any significant degree. Therefore, the project maintains the community's property values.

6. *Maximizing the use of existing interior space.*

   Project Finding. The existing single-family residence consists of a main floor at street level having approximately 1,202 square feet of living area and a 372 square foot two-car garage. A lower level beneath the southern end of the existing residence provides an additional 373 square feet of conditioned living space. There is no existing interior space within the residence that is not presently being utilized as part of the residence. Thus, the 993 square-foot increase in living space sought by the property owners cannot feasibly be accomplished within the existing building envelope. Therefore, staff finds that the project maximizes the use of existing interior space.

7. *Promoting the general welfare, public health, and safety.*

   Project Finding. The residential addition does not change the land use on the subject parcel and as described above, will have minimal impact on neighboring properties. The project's compliance with applicable zoning standards and the requirement to obtain building permits will ensure that the addition does not present a hazard to public health and safety for the occupants or community at large. Thus, the project promotes the general welfare, public health, and safety of the Kensington community.

D. Environmental Findings

The 993 square-foot two-story addition to the northern side of an existing single-family residence is categorically exempt under CEQA Guidelines Section 15301(e)(2), which provides a Class 1 exemption for additions to existing structures of no more than 10,000 square feet in an area that is not environmentally sensitive and where all public services and facilities are available for maximum development permissible in the General Plan..

CONDITIONS OF APPROVAL FOR COUNTY FILE CDDP23-03024

Project Approval

1. Development Plan CDDP23-03024 to allow a 993 square-foot two-story addition to the northern side of an existing single-family residence is **APPROVED**.

2. The Development Plan approval describe above is based on the application and project plans received by the Department of Conservation and Development, Community Development Division (CDD) on July 11, 2023.

3. Any deviation from the approved plans shall require review and approval by the CDD and may require the filing of a new Kensington Design Review application.

Building Permits

5. No construction is approved with this permit. Any construction at the subject parcel will require issuance of building permits from the Department of Conservation and Development, Building Inspection Division, prior to commencement of work.

Application Costs

6. This application was subject to an initial application deposit of $3,000.00, which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of 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 from the date of approval, the application shall be charged interest at a rate of ten percent (10%). The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

Construction

All construction activity shall comply with the following restrictions, which shall be included in the construction drawings.

7. 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.

8. 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.

9. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

10. 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 shall also be visible to ensure compliance with applicable regulations.

11. 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 date the State and Federal holidays occur, please visit the following websites:

Federal Holidays: Federal Holidays (opm.gov)

California Holidays: State Holidays (sos.ca.gov)

12. Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.

ADVISORY NOTES

PLEASE NOTE ADVISORY NOTES ARE ATTACHED TO THE CONDITIONS OF APPROVAL BUT ARE NOT A PART OF THE CONDITIONS OF APPROVAL. ADVISORY NOTES ARE PROVIDED FOR THE PURPOSE OF INFORMING THE APPLICANT OF ADDITIONAL ORDINANCE AND OTHER LEGAL REQUIREMENTS THAT MUST BE MET IN ORDER TO PROCEED WITH DEVELOPMENT.

A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, 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, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a ninety-day (90) period after the project is approved.

The 90-day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by this 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 CDD within 90 days of the approval date of this permit.

B. The applicant shall submit building plans to the Building Inspection Division and comply with Division requirements. It is advisable to check with the Division prior to requesting a building permit or proceeding with the project.

C. The applicant must submit building plans to the Kensington Fire Protection District and comply with its requirements. The applicant is advised that plans submitted for a building permit must receive prior approval and be stamped by the Fire Protection District.

D. The applicant is required to submit plans to the Stege Sanitary District for approval. Plans submitted for a building permit must receive prior approval and be stamped by the Sanitary District.

E. The applicant is responsible for contacting the Health Services Department Environmental Health Division regarding its requirements and permits.

F. The applicant is required to comply with the requirements of the East Bay Municipal Utility District.

G. The applicant is responsible for contacting the Contra Costa Mosquito and Vector Control District regarding its requirements and permits.

Anson Way Development Plan Permit Appeal

County File: CDDP23-03024

BOARD OF SUPERVISORS

AUGUST 6, 2024

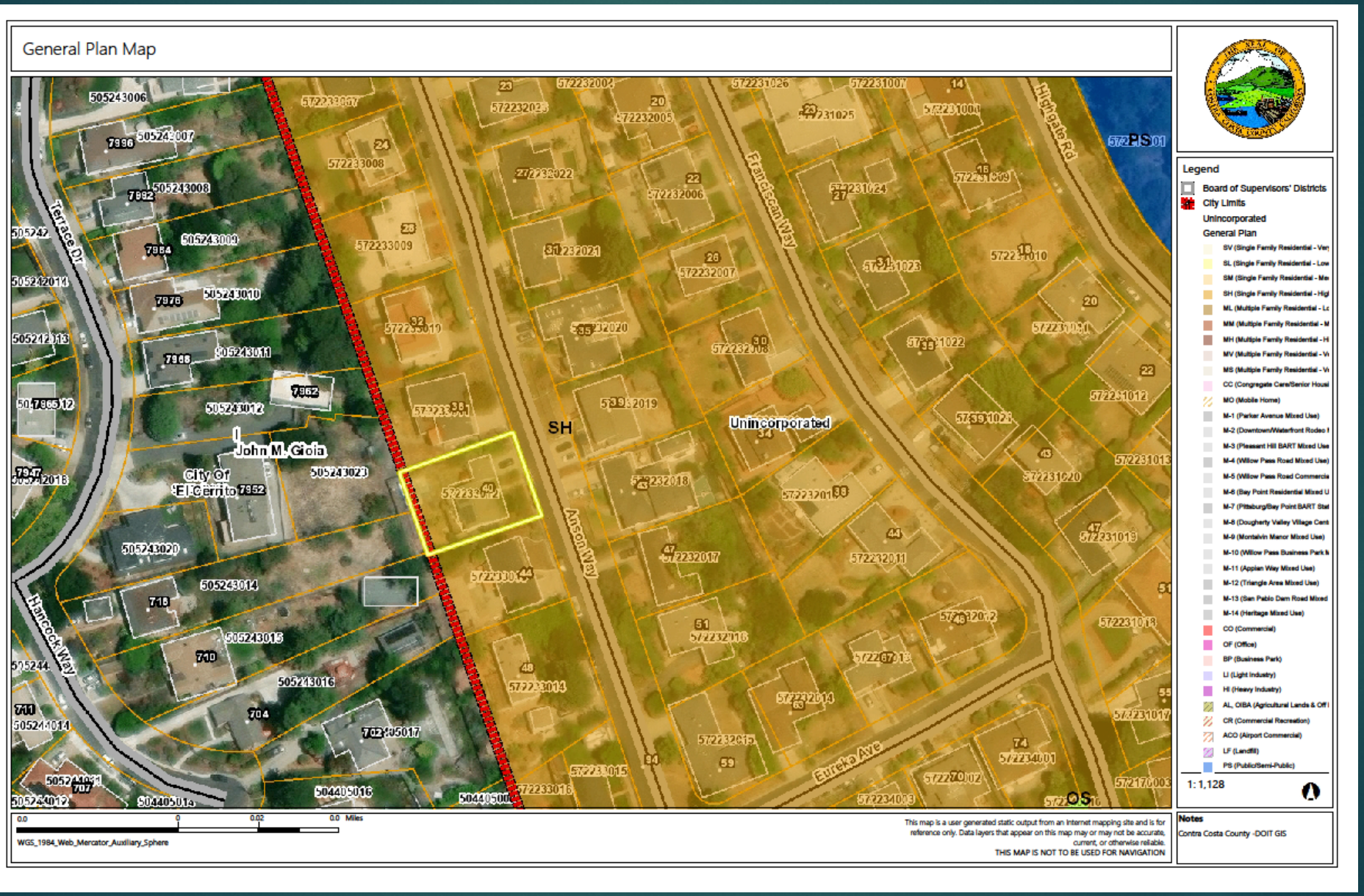
Background

- A public hearing request in response to Kensington Design Review CDKR23-00010 was received by CDD staff on June, 7 2023, necessitating the submittal of Development Plan CDDP23-03024 for the proposed addition.
- Finding the project to be compliant with the letter and spirit of the Kensington Ordinance, the ZA approved CDDP23-03024 at the public hearing held on February 5, 2024.
- On February 14, 2024, CDD staff received an appeal of the ZA's approval of CDDP23-03024
- The appeal was considered by the County Planning Commission at the public hearing held on March 27, 2024.

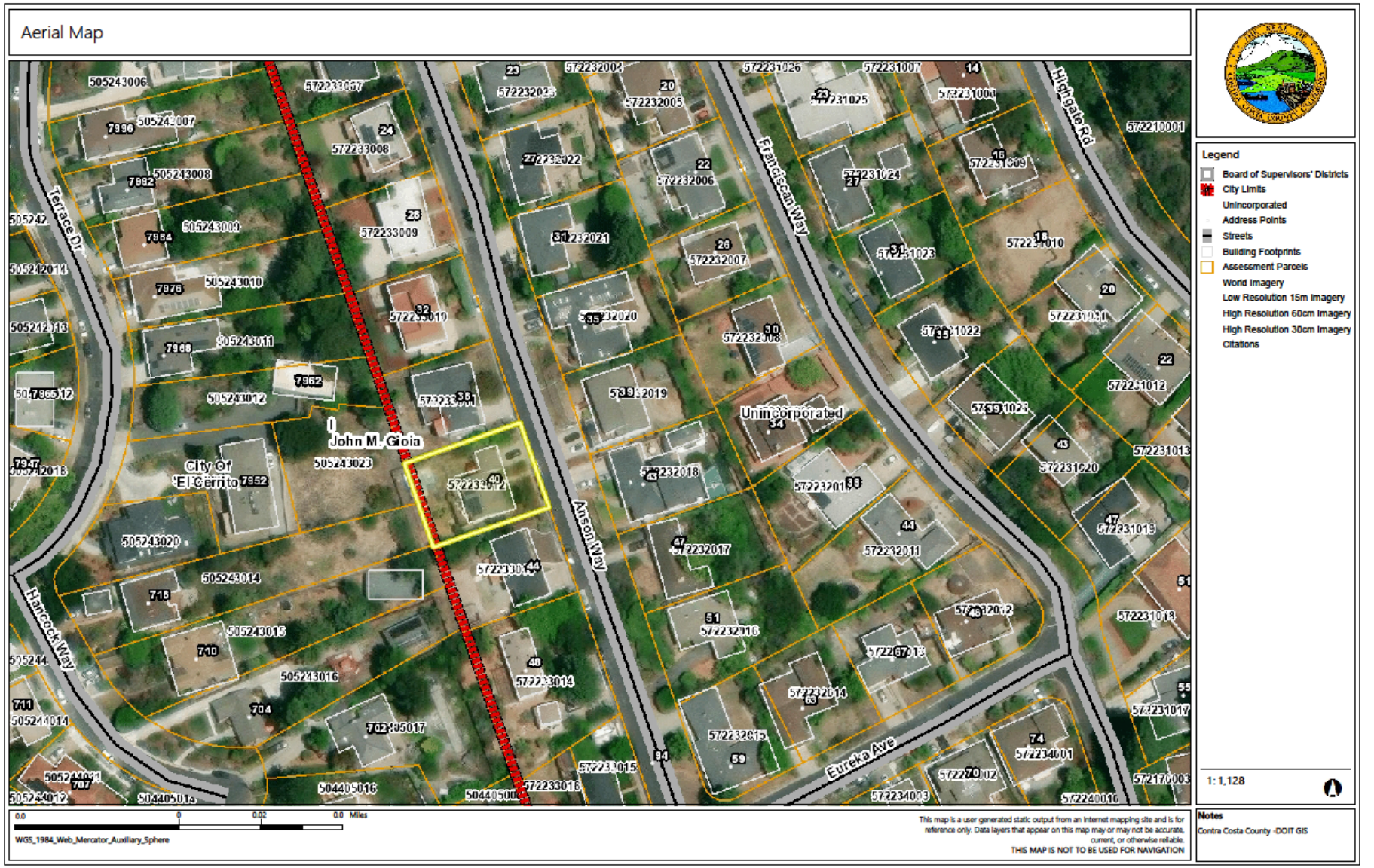
Zoning Map

Zoning Map
Unincorporated
R-6 -TOV -K
John M. Gioia
City Of El Cerrito
Terrace Dr
Hancock Way
Anson Way
Franciscan Way
Eureka Ave
Legend
Board of Supervisors' Districts
City Limits
Unincorporated
Zoning
1:1,128
Notes
Contra Costa County -DOIT GIS
WGS_1984_Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION

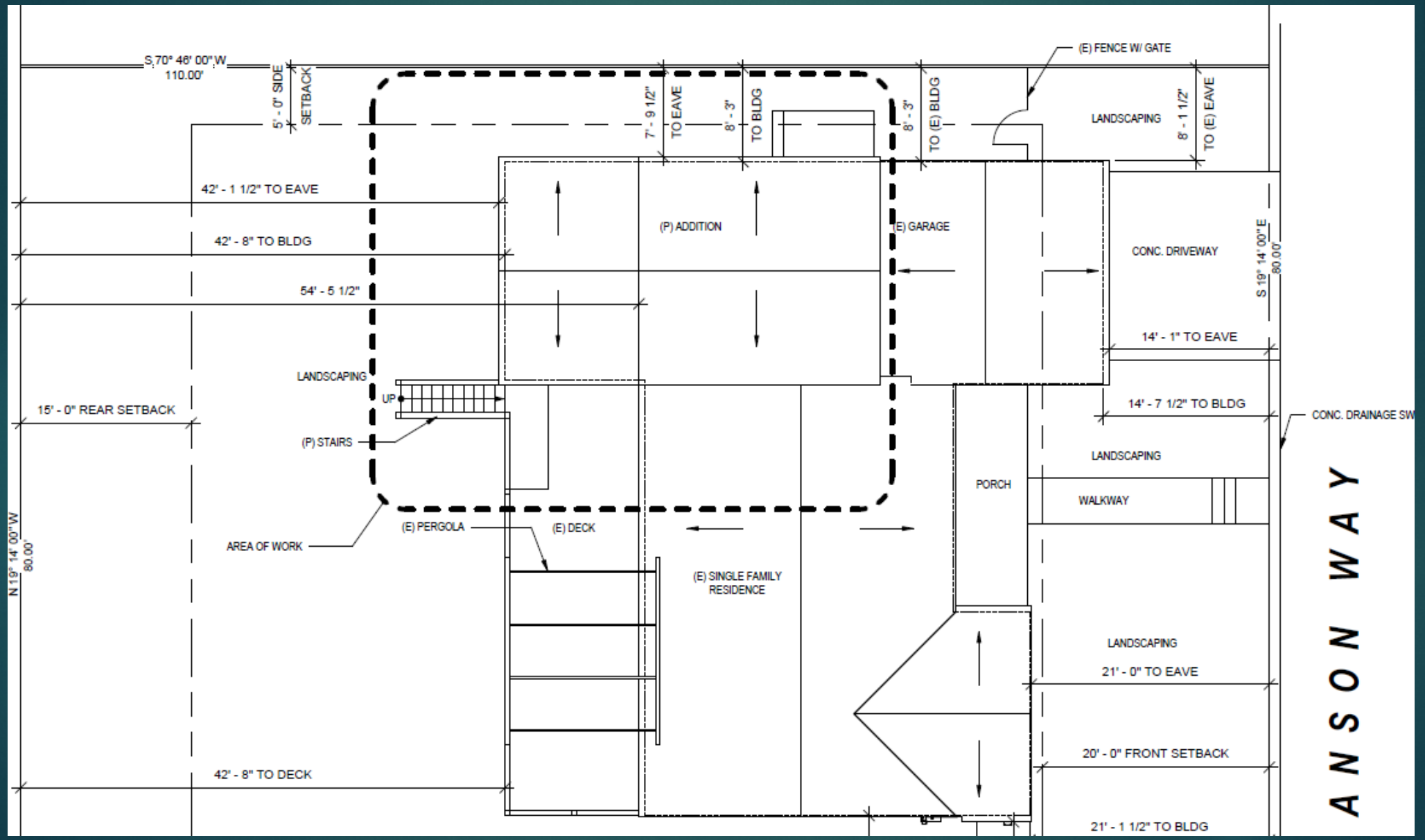
General Plan Map



Aerial Map


Aerial 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
1:1,128
Notes
Contra Costa County -DOIT GIS
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
WGS_1984_Web_Mercator_Auxiliary_Sphere
John M. Gioia
City Of El Cerrito
Unincorporated
Terrace Dr
Hancock Way
Anson Way
Francisca Way
Eureka Ave
Highgate Rd

Proposed Two-Story Addition



Proposed Two-Story Addition

County Planning Commission's Decision

- On March 27, 2024, the County Planning Commission denied the appeal and upheld the Zoning Administrators approval, finding the addition to be in compliance with Kensington Combining District Ordinance, and all applicable development standards for the R-6 single-family residential zoning district.

- On April 5, 2024, CDD staff received a formal appeal from Shona Armstrong on behalf of neighboring property owner Kris McClain.

Armstrong Appeal

- The project violates general plan policies protecting views and solar access due to unnecessary building bulk.
- The project exceeds height limitations codified in County Ordinances.
- The project does not meet findings required under Kensington Ordinances for approval of the proposed addition.

View Impact

View Impact

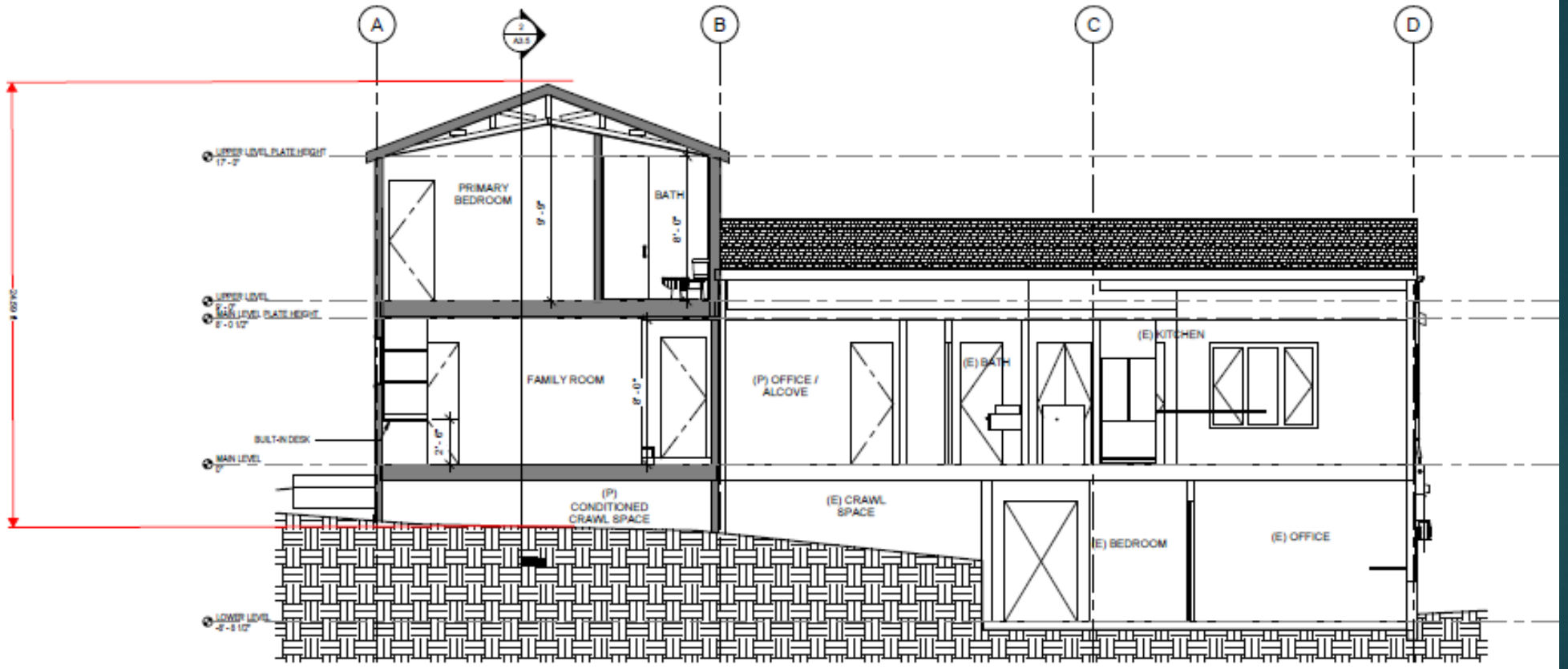
View Impact

View Impact

Building Height

- County Ordinance Section 82-4.214 (Building Height): *"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 the natural grade.*
- County Ordinance 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.*

Building Height



2 (P) BUILDING SECTION 3

1/4" = 1'-0"

Staff Response to Appeal

- Staff followed the requirements of the Kensington Ordinance and development standards for the R-6 zoning district.
- Staff measured building height consistent with applicable County Ordinance.
- The project does not result in substantial impacts to views or solar access for the appellants property.

Questions?

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2327 **Agenda Date:** 8/6/2024 **Agenda #:** D.4.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: COVID-19 Update

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT COVID update from the Health Services Director.

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

BACKGROUND:
Contra Costa Health is providing an update due to increased COVID activity at this time. For the latest updates, check cchealth.org

CONSEQUENCE OF NEGATIVE ACTION:

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2328 **Agenda Date:** 8/6/2024 **Agenda #:** C.1.

To: Board of Directors

From: Lori Cruz, Child Support Services Director

Report Title: Budget Amendments for Child Support Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-24-00418 recognizing revenue received in fiscal year 2023-2024 in the amount of $6,337,726 from the California State Department of Child Support Services for expenses incurred in fiscal year 2022-2023 and appropriating it to Child Support Services. (Child Support Services Fund).

FISCAL IMPACT:
Budget Amendment No. BDA-24-00418 will increases revenue in Child Support Services by $6,337,726. From the California State Department of Child Support Services. (66% federally funded and 34% state funded. No cost to county general fund)

BACKGROUND:
The California State Department of Child Support Services reimburses Child Support Services for expenses. Allocations are recognized quarterly. If final allocation amounts are recognized in the following fiscal year, an adjustment is needed to balance the Child Support Services budget. In fiscal year 2022-2023 fourth quarter allocations were recognized in fiscal year 2023-2024. A budget amendment is needed to balance the budget.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Child Support Services budget will not reflect actual revenue received or actual expenditures.

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00418

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00418
Amendment Date	06/30/2024
Description	Amend revenue earned in FY22-23 and recognized FY23-24 and amend FY22-23 expenditures recognized in FY23-24
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)	3619:GEN SVC-BLDG OCPNCY COSTS	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1780 CCC CHILD SPPRT SVCS-OPS	113400 CCC DEPT CHILD SPPRT SVCS	$276,500.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1780 CCC CHILD SPPRT SVCS-OPS	113400 CCC DEPT CHILD SPPRT SVCS	$1,928,779.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1011:PERMANENT SALARIES	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1780 CCC CHILD SPPRT SVCS-OPS	113400 CCC DEPT CHILD SPPRT SVCS	$3,757,294.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9553:FED AID FAMILY SUPPORT	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1790 CCC CHILD SPPRT SVCS-EDP	113400 CCC DEPT CHILD SPPRT SVCS	$0.00	$167,626.00	Recognize revenue earned in FY22-23	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	9553:FED AID FAMILY SUPPORT	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1780 CCC CHILD SPPRT SVCS-OPS	113400 CCC DEPT CHILD SPPRT SVCS	$0.00	$6,170,100.00	Recognize revenue earned in FY22-23	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1790 CCC CHILD SPPRT SVCS-EDP	113400 CCC DEPT CHILD SPPRT SVCS	$3,099.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3615:DOIT DATA PROC SVCS	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1790 CCC CHILD SPPRT SVCS-EDP	113400 CCC DEPT CHILD SPPRT SVCS	$90,354.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1790 CCC CHILD SPPRT SVCS-EDP	113400 CCC DEPT CHILD SPPRT SVCS	$38,092.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1011:PERMANENT SALARIES	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1790 CCC CHILD SPPRT SVCS-EDP	113400 CCC DEPT CHILD SPPRT SVCS	$36,081.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	1780 CCC CHILD SPPRT SVCS-OPS (Home Org)	1780 CCC CHILD SPPRT SVCS-OPS	113400 CCC DEPT CHILD SPPRT SVCS	$207,527.00	$0.00	Amend expenditures paid in FY22-23 and recognized in FY23-24	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	07/30/2024 12:37:34 PM	07/31/2024	Jessica Shepard	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/31/2024		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Sent Back	07/30/2024 01:55:52 PM		Lori Cruz (Department Approver – Budget Amendment)	1	Send Back Reason from Lori Cruz: date change
Budget Amendment Event	Budget Amendment Event	Submitted	07/30/2024 01:57:18 PM	07/31/2024	Jessica Shepard	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/31/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/30/2024 02:00:12 PM		Lori Cruz (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

File #: RES 2024-278 **Agenda Date:** 8/6/2024 **Agenda #:** C.2.

To: Board of Supervisors

From: Federal D. Glover, District V Supervisor

Report Title: ADOPT Resolution 2024-XXX celebrating the exoneration of the Port Chicago 50 and recognizing those who significantly contributed towards the exoneration advocacy efforts, as recommended by Supervisor Federal Glover.

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution celebrating the exoneration of the Port Chicago 50 and recognizing those who significantly contributed towards the exoneration advocacy efforts, as recommended by Supervisor Federal Glover.

FISCAL IMPACT:
There is no fiscal impact.

BACKGROUND:
On July 17, 2024, eighty years after explosions at the Port Chicago naval facility in Contra Costa County killed 320 sailors, Coast Guard personnel and civilians, the secretary of the Navy announced the full exoneration of African American sailors who were charged in 1944 with mutiny and refusing orders to return to work in dangerous conditions loading ammunition.

Over the years, the Board of Supervisors has recognized and supported the exoneration advocacy efforts on behalf of the Port Chicago 50.

CONSEQUENCE OF NEGATIVE ACTION:
N/A

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF recognizing the United States Navy's exoneration of the Port Chicago Sailors

WHEREAS, on July 17, 1944, there was a large waterfront munitions explosion at the Port Chicago Naval Magazine which killed more than 320 sailors, over 200 of whom were African American; and

WHEREAS, the explosion also injured 390 others, including 226 African American enlisted men; and

WHEREAS, before the explosion, these men were working significant hours with munitions continuously being loaded despite little to no training; and

WHEREAS, the specific cause of the explosion was never officially determined by a court of inquiry, and the blame was placed on the shoulders of the men who died in the explosion; and

WHEREAS, when ordered to return to loading ammunitions, over two hundred sailors refused to return to work due to the unsafe working conditions; and

WHEREAS, these sailors courageously advocated for safety for themselves and others by requesting adequate training and equipment before returning to work, and in response, the Navy identified fifty Black sailors as the leaders of the organized action; and

WHEREAS, the Navy charged these individuals with mutiny, and this decision resulted in one of the most significant mutiny trials in U.S. military history; and

WHEREAS, the fifty sailors were supported by then NAACP Chief Counsel Thurgood Marshall who through the press raised the racist nature of the trial and called into question the Navy's segregationist policies; and

WHEREAS, this trial was a major catalyst for the United States Navy to desegregate following the war; and

WHEREAS, the outcome of the trial wrongly convicted the Port Chicago 50 of mutiny, and they were sentenced to prison; and

WHEREAS, Mr. Marshall's appeal of their convictions was officially denied; and

WHEREAS, there have been several attempts over the years to appeal the decision, but all have previously failed; and

WHEREAS, starting in the 1990s, Congressman George Miller worked to preserve the history of the Port Chicago 50 and worked towards their exoneration, and in 1992, his legislation designated the site of the Port Chicago Naval Magazine as a national memorial, which is managed by the National Park Service; and

WHEREAS, the East Bay Regional Park District received part of the Concord Naval Weapons Station through a Public Benefit Conveyance on July 19, 2019, and has named the park the Thurgood Marshall Regional Park - Home of the Port Chicago 50, which honors the courage and legacy of the Port Chicago 50 and all those who sacrificed their lives in our nation's ongoing struggle for social justice, racial equality, and workers' rights; and

WHEREAS, in 2022, Congressman Mark DeSaulnier (CA-10) successfully passed a measure that would direct the Secretary of the United States Navy to publicly exonerate the Port Chicago 50, and this effort was included in the National Defense Authorization Act (NDAA) (H.R. 7900) which passed the U.S. House of Representatives by a vote of 329-to-101; and

WHEREAS, on July 17, 2024, on the 80th anniversary of the deadly explosion, the United States' Navy Secretary Carlos Del Toro announced the full exoneration of the 256 Black sailors who were unjustly court-martialed following the tragic explosion at Port Chicago in 1944.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby celebrate the exoneration of the Port Chicago 50 and recognizes their service to our country.

Now, be it further resolved that the Board of Supervisors recognize the advocacy efforts that this case presents in our nation's struggle for social justice, racial equity, and workers' rights.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2329 **Agenda Date:** 8/6/2024 **Agenda #:** C.3.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: ADOPT corrected seat termination date for Catherine Reed on the District 1 seat for the Family and Children's Trust Committee for a term ending on September 30, 2024, and REAPPOINT Catherine Reed to the District 1 seat for the Family and Children's Trust Committee for a term ending on September 30, 2026, as recommended by Supervisor Gioia

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT corrected seat termination date for Catherine Reed on the District 1 seat for the Family and Children's Trust Committee for a term ending on September 30, 2024, and REAPPOINT Catherine Reed to the District 1 seat for the Family and Children's Trust Committee for a term ending on September 30, 2026

FISCAL IMPACT:
None

BACKGROUND:
The Family and Children's Trust Committee (FACT) was established in 1985 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of specific funds for the prevention and treatment of child abuse and neglect and supportive services for families and children. Funding for FACT supported projects derived from federal and state program legislation, and donations to the County's Family and Children's Trust Fund

CONSEQUENCE OF NEGATIVE ACTION:
The appointment would not be made and the District would not have representation on the commission

Application Form

Profile

Catherine — First Name
M — Middle Initial
Reed — 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 1

The Dibble Institute — Employer
Executive Director — Job Title

Length of Employment

40 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?

30

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Family & Children's Trust Committee: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Lewis and Clark

Degree Type / Course of Study / Major

Psychology

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

YMCA Executive Management Training

Certificate Awarded for Training?

○ Yes ◉ No

Other Training B

Bank of America Operations Training

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 very committed to the well-being of children. I have professional experience with programs that support parents and prevent child abuse. Plus, I'd like to give back to Contra Costa County.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have spent most of my career successfully managing non-profits. My current work includes exposure to the world of child abuse prevention. I'm very interested in how healthy relationships impact and potentially prevent child abuse and neglect.

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:

Kensington MAC

List any volunteer or community experience, including any advisory boards on which you have served.

Member - Rotary Club of Alameda; Member - California Department of Health Adolescent Sexual Health Working Group.

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.

P r e s i dnt i aE r x c u i i v

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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2330 **Agenda Date:** 8/6/2024 **Agenda #:** C.4.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: APPOINT Randy Loyd to the Appointee 2 Seat on the El Sobrante Municipal Advisory Council, for a term ending on December 31, 2026, as recommended by Supervisor Gioia

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Randy Loyd to the Appointee 2 Seat on the El Sobrante Municipal Advisory Council seat, for a term ending on December 31, 2026.

FISCAL IMPACT:
none

BACKGROUND:
The El Sobrante Municipal Advisory Council provides input to the Board of Supervisors, the County Planning Commission, and the Zoning Administrator on land use issues and other concerns affecting the unincorporated community of El Sobrante

CONSEQUENCE OF NEGATIVE ACTION:
The appointment would not be made and the District would not have representation on the council.

Application Form

Profile

Randy
First Name

Middle Initial

Loyd
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

UA Local 342 Plumbers and Steamfitters
Employer

Business Agent
Job Title

Length of Employment

30 years

Do you work in Contra Costa County?

(•) Yes ( ) No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

53 years

Are you a veteran of the U.S. Armed Forces?

( ) Yes (•) No

Board and Interest

Which Boards would you like to apply for?

El Sobrante Municipal Advisory Council: Submitted

Seat Name

Alternate

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?

Not Sure

Education

Select the option that applies to your high school education *

☑ G.E.D. Certificate

College/ University A

Name of College Attended

Diablo Valley

Degree Type / Course of Study / Major

Steamfitting

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Laney Oakland

Degree Type / Course of Study / Major

Labor law

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 lived in El Sobrante my whole life and I am also a business owner. I would like to utilize my professional business skills to help out in any way that I can to help support the efforts needed to help make and keep El Sobrante a nice, safe and clean place to be.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Business skills dealing with all types of people and personalities from all walks of life as well as dealing with people in the political arena including senators, assembly members, our attorney general, all the way to the governor.

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.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2331 **Agenda Date:** 8/6/2024 **Agenda #:** C.5.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointments to the LPC

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

APPOINT Elianna Campos to the Community Representative #2 - Central/South County seat and Birdie Winrow to the Community Representative #4 - East County seat with terms ending April 30, 2025, and REAPPOINT Stacie Cooper-Roundtree to the Child Care Provider #4 - East County seat, with a term ending April 30, 2027, on the Local Planning and Advisory Council for Early Care and Education, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The review of applications for appointments to the Contra Costa Local Planning Council for Child Care and Development was originally referred to the Family and Human Services Committee by the Board of Supervisors on April 22, 1997.

The Local Planning and Advisory Council for Early Care and Education (LPC) coordinates programs and services affecting early childcare and education, including recommendations for the allocation of federal funds to local early childcare and education programs.

The LPC consists of 20 members: 4 consumer representatives - a parent or person who receives or has received child care services in the past 36 months; 4 child care providers - a person who provides child care services or represents persons who provide child care services; 4 public agency representatives - a person who represents a city, county, city and county, or local education agency; 4 community representatives - a person who represents an agency or business that provides private funding for child care services or who advocates for child care services through participation in civic or community based organizations; and 4 discretionary appointees - a person appointed from any of the above four categories or outside of those categories at the discretion of the appointing agencies.

On July 22, 2024, the Family and Human Services Committee recommended the appointment of Elianna Campos to the Community Representative #2 - Central/South County seat and Birdie Winrow to the

Community Representative #4 - East County seat with terms ending April 30, 2025, and the reappointment of Stacie Cooper-Roundtree to the Child Care Provider #4 - East County seat, with a term ending April 30, 2027, on the Local Planning and Advisory Council for Early Care and Education

CONSEQUENCE OF NEGATIVE ACTION:

Failure to appoint members is likely to reduce public participation in advising policy development.

CONTRA COSTA LOCAL PLANNING AND ADVISORY COUNCIL FOR EARLY CARE AND EDUCATION

CONTRA COSTA COUNTY Office of Education
learn • lead • achieve
Lynn Mackey, Superintendent of Schools

Seat Title	Term Expires	Name	Business/Affiliation Address	Home Address	Email	Work #	Home #	Fax #	Cell or Alternate #	Committee	Recommended Committee
Child Care Consumer 1		Vacant									
Child Care Consumer 2		Julia Johanson	[redacted]	[redacted]	[redacted]				[redacted]	WDFP	
Child Care Consumer 3		Vacant									
Child Care Consumer 4		Vacant									
Child Care Provider 1 West County	4/30/2025	Silvana Mosca-Carreon *(Second Chair)*	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	E&B	ADV
Child Care Provider 2 Central/South County	4/30/2025	Benu Chhabra	[redacted]	[redacted]	[redacted]		[redacted]			ADV (Chair)	E&B
Child Care Provider 3 Central/South County	4/30/2025	Jacqueline Smith	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	WD&FP	
Child Care Provider 4 East County		Pending Reappointment - Stacie Roundtree	[redacted]	[redacted]	[redacted]	[redacted]				[redacted]	
Community 1 West County	4/30/2025	Dr. Crystal McClendon-Gourdine *(Chair)*	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	[redacted]	E&B (Chair)	ADV
Community 2 Central/South County		Pending Appointment - Elianna Campas	[redacted]	[redacted]	[redacted]				[redacted]	WD&FP	
Community 3 Central/South County	4/30/2027	Hannah Michaelsen	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]			WD&FP (Co-Chair)	E&B
Community 4 East County		Pending Appointment - Birdie Winrow	[redacted]	[redacted]	[redacted]		[redacted]			ADV	
Discretionary 1 East County		Vacant			[redacted]						
Discretionary 2 Central/South County		Pending Reappointment - Amy Mockoski	[redacted]	[redacted]	[redacted]				[redacted]	WD&FP	
Discretionary 3 Central/South County	4/30/2027	Cathy Roof	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	ADV	E&B
Discretionary 4 West County	4/30/2027	Pamm Shaw	[redacted]	[redacted]	[redacted]				[redacted]		
Public Agency 1 West County	4/30/2027	Amy Wells	[redacted]	[redacted]	[redacted]	[redacted]			[redacted]	WD&FP	ADV
Public Agency 2 Central/South County	4/30/2027	Corrie Littlejohn-Pope	[redacted]	[redacted]	[redacted]				[redacted]		
Public Agency 3 Central/South County	4/30/2025	John Moon	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]	WD&FP (Chair)	E&B
Public Agency 4 East County		Pending Appointment - Mackenzie Whipps	[redacted]	[redacted]	[redacted]				[redacted]		
LPC Coordinator		Monica Joseph	[redacted]		[redacted]	[redacted]					
Administrative Assistant		Chanele Green	[redacted]		[redacted]	[redacted]					
CCCOE Deputy Superintendent of Schools		Lynn Mackey	[redacted]		[redacted]	[redacted]		[redacted]			

Contra Costa County

Print Form

Please return completed applications to:
Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553
or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name Elianna | **Middle Initial** | **Last Name** Campos

Home Address - Street [redacted] | **City** [redacted] | **State** Ca | **Postal Code** [redacted]

Primary Phone (best number to reach you) [redacted] | **Email Address** [redacted]

Resident of Supervisorial District (if out of County, please enter N/A): | **District Locator Tool**

Do you work in Contra Costa County? ☑ Yes ☐ No **If Yes, in which District do you work?**

Current Employer TenderlovIng Preschool | **Job Title** Owner of FCC | **Length of Employment** 16 yrs.

How long have you lived or worked in Contra Costa County? 17.

Board, Committee, or Commission Local Planning and Advisory Council | **Seat Name** Community Representative

Have you ever attended a meeting of the advisory board for which you are applying?
Please check one: ☐ Yes ☑ No If Yes, how many?

EDUCATION

Check appropriate box if you possess one of the following:

☑ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Degree Type/ Course of Study/Major	Degree Awarded	
PUC	Nursing 2 yrs.	☐ Yes	☑ No
DVC	AS 1 class away	☐ Yes	☑ No
		☐ Yes	☐ No

Occupational Licenses Completed: n/a

Other Trainings Completed: Mandated Reporting, CPR; 1St Aid

Certificate Awarded for Training?
☑ Yes ☐ No
☑ Yes ☐ No

Do you have any obligations that might affect your attendance at scheduled meetings? ☐ Yes ☑ No

If Yes, please explain:

Would you like to be considered for appointment to other advisory bodies for which you may be qualified? ☑ Yes ☐ No

Are you a veteran of the U.S. Armed Forces? ☐ Yes ☑ No

THIS FORM IS A PUBLIC DOCUMENT

Please explain why you would like to serve on this particular board, committee, or commission.

I would like to serve on this board as it gives me the opportunity to open more doors of learning, advocating and involving myself in the community to network with educators and in the field of education.I am also including my bio to say a little of what I can bring to this board. My name is Elianna Campos, I am an educator and owner of Tenderloving Preschool Child Care for the past 16 yrs. I have acquired many talents and developed many interests throughout my professional development years. I am 2 classes away from achieving my associates in early childhood education, teachers permit and many talents that come with early education. I also have experience in accounts receivables and management/HR for 13 years prior. I have developed a Reggio Emilia and Academic curriculum for my program. I am the founder and President of the current association(NCALFCCA) that provides support and provides aid to existing and new providers in the field of ECE . As of 2017, I also co-founded an association previously in the same field. I wore and continue to wear many hats in the association as President, vice President, secretary and regional Representative. I am also part of several other organizations in the field. I am part of Changemakers as a leader in the field to advocate for early educators and the community is a goal of mine. As an early educator my goals are for the developmentally appropriate practices for children and their families. Develop a sense of community and support for families in my program. Advocate and lead in the goals of a better childcare system for all families, better living wages for educators in the field and an equitable child care on gender and social justice for all children

I believe in diversity and have a passion for supporting families of multilingual learners. I love to do crafts and culinary interests. I love to teach young children but I enjoy teaching educators in multi-languages. I am a true advocate in the field of early education because not only is the childcare system broken for decades but the pandemic puts a strenuous burden on families, educators and the children. Our government needs to hear our stories first hand, the struggles we have gone through year after year in the field with not making a decent livable wage, families not able to qualify because they are a few dollars away from qualifying and children being on long waitlist that age out and never get the early education young children need to strive in school in their later years.

I have been a leader with ChangeMakers for 2 years. Which has taught me to be a strong leader in the field to continue this fight of ECE. I have been a mentor for 2 yrs. to new and bi-lingual providers in a program from COCOKids. I have been offer to present at other conference workshops as well.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume).

Elianna L Campos
[redacted]

I have been a provider of family Child Care in the city of Concord, California for 16 years. I am a mother of two grown professional daughters in the field of Social Work and Family Therapy. I am pursuing my associates in early education, with 56 units completed and in the works of obtaining my bachelors in the near future. My greatest strengths are my experience, my perseverance in anything I put my mind to do. I am a leader and can take on tasks. As I can work together as a teamplayer in any setting.

Experiences:
July 2008- present Owner/ Director of TenderLoving Family Child Care preschool
Provide early education implementing the Reggio Emilia and academics to children 0-5 years old
I incorporate early childhood learning, homemade organic nutritional meals. Children graduate from my program ready for kindergarten
I am part of the QIS, ASQ's ASQe's for children.
Sept 2004-2008 Billing and Front Desk Supervisor for the Reproductive Science Center of San Francisco
I organized and overlooked the front desk and billing and copays of families trying to form families while doing IVF and Infertility treatments. Month end of cash receipts
I overlooked the appointments, greetings and the smooth transition and experience of couples in moments of infertility.
April 2000-2004 Supervisor and manager of the billing and collections dept.of the Air ambulance company in the city of Hayward.
Collected and managed the accounts receivables of the emergency flights.
Collected from private insurance, Medicare and Medical, and w/to insurance
Ran all the ledgers for the month and balance and closed the month.
Oversee a group of 6-8 employees under my management, HR, Payroll, Insurance and Attorneys
1999-2017 volunteer work at following schools
1999-2002San Lorenzo Co-op Preschool
2002-2007-St Johns Elementary
2007-2014-Queen of All Saints
2010-2017-Carondelet High School services hours
2015-2019- student mentees from Carondelet High School
Skills:
Word, Excel, Presentations slides
Bilingual in English / Spanish

I am including my resume with this application:

Please check one: ☑ Yes ☐ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☐ Yes ☑ No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have **previously** served:

List any volunteer and community experience, including any boards on which you have served.

I have been on the PTA board of Queen of All Saints, and ST john Elementary School. on the Boaed of two local associations for family child care. I am currently the President

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section on page 3 of this application or Resolution No. 2021/234).

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

THIS FORM IS A PUBLIC DOCUMENT

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or ommissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: [redacted] **Date:** 12/4/2023

Submit this application to: ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

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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.
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THIS FORM IS A PUBLIC DOCUMENT

Application Form

Profile

Birdie
First Name

Middle

Winrow
Last Name

[redacted]
Home Address

Suite or Apt

[redacted]
City

CA
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 4

The YMCA of the East Bay
Employer

Area Manager
Job Title

Length of Employment

3.5 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

East County

How long have you lived or worked in Contra Costa County?

2

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Local Planning and Advisory Council for Early Care and Education (LPC): Submitted

Seat Name

Discretionary Appointment or Community Representative

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

1

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Pacific Oaks

Degree Type / Course of Study / Major

Master/Human Development

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

University of Phoenix

Degree Type / Course of Study / Major

Bachelors/Human Services

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

ASQ Trainer

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Mind in the Making Parenting Curriculum

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Site Supervisor Permit

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

Joining the committee has been a goal of mine for quite some time. I've worked in ECE for 30 years. I've experienced the hardships of learning to be a teacher, achieving higher education, and not seeing the change needed to equip teachers for the influx of children with atypical development and trauma. Often, teachers have difficulties shifting theory into practice. Teachers are leaving our educational institutions, needing to fully understand the depths of the ecological systems and how they influence the ECE environment. That said, I have made it a personal mission to teach incoming teachers and share my successes and challenges. I am still actively engaged in ECE classrooms, working with staff to create individualized strategies for both the child and their families. I strongly believe that to create change, we must use our voices to advocate. I teach this lesson to all of my ECE students. One change I firmly believe in is that ratios need to be revised. Ratios do not reflect the current evolution of children. We have children with high needs, and the teachers are struggling to provide what's necessary to care for them. Our policymakers have yet to work day-to-day in these classrooms, so there is a detachment from the current ECE climate. Teachers' wellness is an underrated and overlooked foundation linked to children's educational success and experience. Studies show that teachers' wellness directly impacts children's overall outcomes. I know because my Master Thesis is Put Your Oxygen Mask on First.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I currently teach at Merritt College, The College of Marin, and Los Medanos.

Up oad a Resu e

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.

An element to my role as Area Manager is to create and sustain community partnerships. I'm actively engaged with BTA - Behavioral Treatment and Analysis and the Fatherhood Initiative which works with fathers having babies with Black Women. I am also participating in a Head Start Inititative which is seeking to create equitable learning environments for Young African American Boys. I have taught 8 ECE apprentices classes. That means those apprentices are participants in the Early Care and Education Pathways to Success.

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:

However, I teach in the evenings, but will work with the colleges to ensure that there isn't a conflict in scheduling.

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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   (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.

Birdie Winrow

Birdie Winrow

[redacted]

An Early Childhood professional with 28 years of experience seeking an opportunity to work collaboratively with individuals dedicated to preparing children and families for success. I can create and implement effective systems. My greatest strength are my knowledge of Head Start's Performance, balancing management responsibilities, developing teaching and training content relative to student learning objectives and professional development, and fostering relationships with direct service, community partners, and families.

EXPERIENCE

The College of Marin
Merritt College
Los Medanos College

Adjunct Instructor **1/22-Present**

- Providing effective classroom instruction in Early Childhood Education using methods and materials appropriate to the subject
- Preparing and grading all class assignments and examinations
- Advising, assisting, and evaluating students, evaluating learning outcomes
- Maintaining regular office hours
- Maintaining accurate and timely student records as required
- Maintaining currency and depth of knowledge in assigned area of responsibility Maintaining appropriate standards of professional conduct and ethics

The YMCA of the East Bay **10/20-Present**

Area Manager

This position requires high-level organizational and managerial skills.

- Managing resources, including budget and approval of expenditures.
- Managing 5 Head Start/Early Head Start Centers, ensuring quality services, and adhering to personnel policies, procedures, and collective bargaining agreements.
- Collaborating and coordinating with local agencies.
- Ensuring accurate reports and documentation that comply with applicable laws, Community Care Licensing, grant requirements, and Head Start Performance Standards.

The City of Oakland Prenatal-Five, Oakland, CA

Acting Human Resource Supervisor **10/19 – 10/20**

This position required innovative skills to create sustainable systems in Human Resources aligned with local, federal, and HSPPS guidelines.

- Created sustainable systems Professional Development system based on data (staff self-assessment, minimal qualifications, professional development outcomes, CLASS, ITERS/ECERS).
- Planned, organized, supervised, and reviewed new hire processes, staff health reports, and professional development plans.
- Ensure staff qualifications comply with federal and state mandates.
- Developed, modified, and enforced policies and procedures for program human resource operation/administration.

Professional Development / Coach Coordinator
03/18-10/20

This position required being a progressive and knowledgeable early childhood professional dedicated to the Head Start mission of school readiness.

- Develop School Readiness goals encompassing the Head Start Performance Standards, Early Learning Outcomes Framework, Desired Results Developmental Profile, CLASS, Creative Curriculum principles, and theory.
- Created and integrated "The Coaching Collaborative" in collaboration with mental health, coaching consultants, and administration, working collectively to create strategies for education staff.
- Supervised 4 CLASS coaches and 1 Creative Curriculum coach; led and facilitated trainings.

- Develop, monitor, and assess the coaching methodology throughout the program: grantee, delegate, and partners.

EDUCATION/PERMITS

Pacific Oaks, San Jose CA	Human Development, Emphasis on Human Services and Leadership	Masters of Arts, 2018
University of Phoenix, Oakland CA	Human Service	Bachelors of Sciences, 2013
San Francisco City College, SF	Early Childhood Education	Certificate, 1999
	Commission on Teaching Credentialing	Site Supervisor Permit, 2016-21

Application Form

Profile

Stacie
First Name

Middle

Cooper-Roundtree
Last Name

[redacted]
Home Address

Suite or Apt

[redacted]
City

CA
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

None Selected

Training Children Childcare & Learning Center, LLC
Employer

Owner-Director
Job Title

Length of Employment

28 years

Do you work in Contra Costa County?

(•) Yes ( ) No

If Yes, in which District do you work?

District 4

How long have you lived or worked in Contra Costa County?

30

Are you a veteran of the U.S. Armed Forces?

( ) Yes (•) No

Board and Interest

Which Boards would you like to apply for?

Local Planning and Advisory Council for Early Care and Education (LPC): Submitted

Seat Name

Child Care Provider 4 East County

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

3 terms

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

California State University Eastbay

Degree Type / Course of Study / Major

Human Development and Child Development

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Los Medanos College

Degree Type / Course of Study / Major

Child Development

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Malone University

Degree Type / Course of Study / Major

General Education

Degree Awarded?

○ Yes ◉ No

Other Trainings & Occupational Licenses

Other Training A

Skills Certificate in Child Development Specialization-Special Needs Care and Education

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Director Permit

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Large Family Childcare License 1998

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

As a licensed family childcare provider in the East County, my goal have always been to meet the needs of the providers, families, and children in our community. I have always advocated strongly for literacy, school readiness, and family engagement. I will continue to support this vision as well as others as a part of the Local Planning and Advisory Council.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Please see my attached resume that describes my qualifications for this appointment

Up oad a Resu e

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:

Sometimes, not often, a Staff Member at my family child care may call in ill, and I would have to cover if my student-teacher ratio does not meet the CCL requirements.

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:

LPC Child Care Provider 4 East County

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.

Please see attached resume for other volunteer and community experience

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

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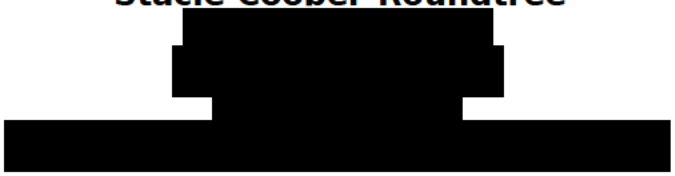
Stacie Cooper-Roundtree



I am a nurturing and energetic leader seeking a position which utilizes my years of experience in school administration, early childhood education, staff development, communication, and family engagement.

Work Experience

Owner/Director/ Lead Teacher
Training Children Childcare and Learning Center – Antioch CA
November 1997 to Present

Managed and support a team of teachers and teacher Aides by proving all necessary on the job training, daily check-ins, ongoing professional development opportunities, and monthly meetings.

- Conducted interviews and made hiring decisions for the school.
- Developed meaningful long-term relationships with families, in part via parent training sessions, conferences and offsite team building activities.
- Ensured utmost student development by observing, guiding, and becoming directly involved in student learning for all age groups.
- Implement lesson planning, ongoing classroom setup and equipment, coaching and mentoring.
- Management and decision making
- Provide the yearly budget, maintains payroll, payroll taxes, and EDD
- Responsible for Account Payable and Accounts Receivables.
- Facilitate the afterschool students in all core subjects, grades kindergarten through 5th grade.
- Implement curriculum and developed enriching activities for preschool, pre-kindergarten, and Kindergarten students.

Professional Growth Advisor
Los Medanos College, Pittsburg, CA
2006 to 2016

Facilitating in QRIS Seminars, Reflective Practice Seminars, and PDP Peer Learning Groups Looking at CLASSrooms training tool.

- Collaborating with ECE students attending Los Medanos College in pursuit of a degree in Child Development by facilitating small group breakout sessions during Reflective Practice Seminars.
- Access to ongoing training classes in Leadership to develop self and others

Stacie Cooper-Roundtree

[redacted]

Contra Costa County Office of Education – Legal Compliance Department
Pleasant Hill, CA
April, 2000 - September, 2015

- Worked as a volunteer to review educational materials that will be used in public and private schools K-12.
- Participated in yearly State of California review to support mandated curriculum for the State of California.

Contra Costa County Office of Education – Local Planning Committee
Pleasant Hill, CA

Advocate Family Childcare East County
April, 2000 - September, 2015

- Advise the County Board of Supervisors and County Superintendent of School on child care programs and policy development issues
- Develop priorities for child care funding from the California Department of Education, Child Development Division (CDD) when appropriate and requested.
- Develop a comprehensive countywide plan for child care.

Contra Costa County Office of Education – Local Planning Committee
Pleasant Hill, CA
2017-Present

Co-Chair for School and Family Partnership

- Build bridges to promote systemic sustainable school-family partnerships in Contra Costa County that invites parent involvement opportunities.
- Enlist a variety of community and civic resources to support school readiness.
- Continue to support parents' knowledge of the K-12 education system and their understanding of the expectations for parent involvement in school readiness activities at home, at school, and in the community.
- Support early educators in preparing children and families for school.

Stacie Cooper-Roundtree

[redacted]

Education & Permits

B.A. Degree in Human Development (with honors)
Cal State University East Bay, Hayward, CA
August 2016 to December 2021

A.S. Degree in Child Development (with honors)
Certificate of Achievement (with honors) in Child Development
Los Medanos College, Pittsburg, CA
August 1999 to May 2011

Child Development Director Permit
Commission on Teacher Credentialing in California public schools
January 28, 2022 to February 1, 2027

Skills Certificate in
Child Development Specialization-Special
Needs Care and Education
Los Medanos College, Pittsburg, CA,
December 2014

Additional Information

Skills

- Passionate about-and very effective at-engaging young children in all forms of learning, from academic to social-emotional
- Extremely personable in dealing with parents and potential enrollees
- Powerful and effective communicator
- Dedicated developer of human talent
- Committed team player

Training

- 8+ years Training in Teachstone Looking at CLASS rooms for Toddlers and Pre-K
- 21 to 25 hours of ECE training Yearly (Certificates available upon request)

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2332 **Agenda Date:** 8/6/2024 **Agenda #:** C.6.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointments to the WDB

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

APPOINT nine (9) individuals to the Workforce Development Board of Contra Costa, 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 (BOS) adopted Resolution No. 2020/1 adopting policy governing appointments to boards, committees, and commissions that are advisory to the BOS. Section III.A. of this resolution states that when an advisory body conducts interviews for at-large/countywide seats, the body's recommendation will be provided to a Board committee for further review, along with all applications received for the applicable seat(s). In all cases, the Board Committee decides which applicants to nominate for full Board action.

The Workforce Development Board implements federal requirements for programs to address the education, skills, and employment needs for a skilled workforce, and that lead to an increase in the skills and earnings of Contra Costa residents.

On March 14, 2016, the Family and Human Services Committee (FHS) accepted the Employment and Human Services Department's recommendation to decertify the then-current Workforce Investment Act local Board and re-certify a new board structure in compliance with the new Workforce Innovation and Opportunity Act (WIOA). FHS approved these recommendations, and the Board did the same at its March 29, 2016 meeting.

Under new standards in WIOA (2016) and as adopted by the Board on March 29, 2016, the new Workforce Development Board structure is: a total of 25 required seats and 2 "optional seats", consisting of: 13 Business representatives, 5 Workforce representatives, and 5 Education and Training representatives as follows: (1) Adult Education/Literacy; (2) Higher Education; (3) Economic & Community Development; (4) Wagner Peyser representative; (5) Vocational Rehabilitation. Also two additional/"optional" seats that may be filled from any of the 3 categories above.

On July 22, 2024, the Family and Human Services Committee recommended the following individuals for appointment and reappointment to the Workforce Development Board of Contra Costa:

SEAT	NAME	TERM EXPIRATION
REAPPOINTMENT		
Business Seat #1	Michael McGill	June 30, 2028
Business Seat #3	Devonn Powers	June 30, 2028
Education & Training Seat #2	Kelly Schelin	June 30, 2028
Gov. & Economic & Community Dev. Seat #1	Leslay Choy	June 30, 2028
Gov. & Economic & Community Dev. Seat #2	Richard Johnson	June 30, 2028
NEW APPOINTMENT		
Business Seat #8	Brandy Leidgen	June 30, 2028
Business Seat #10	Natasha Paddock	June 30, 2028
Business Seat #11	Brandon Matson	June 30, 2028
Flex Seat #1	Gregory Brooks	June 30, 2028

CONSEQUENCE OF NEGATIVE ACTION:

Failure to appoint members is likely to reduce public participation in advising policy development.

Workforce Development Board
Contra Costa County

TAMIA BROWN
EXECUTIVE DIRECTOR

MEMORANDUM

DATE: July 11, 2024
TO: Family and Human Services Committee
CC: Tamina Alon, Esq. Director of Administration EHSD
Danielle Fokkema, CAO Sr. Deputy County Administrator
FROM: Tamia Brown, Executive Director
SUBJECT: **Appointment to Workforce Development Board**

This memorandum requests the Family and Human Services Committee recommend to the Contra Costa County Board of Supervisors the appointment of the following candidates to the new WIOA compliant Workforce Development Board of Contra Costa County.

Background:

Local board structure and size:

Compared to predecessor legislation, the Workforce Innovation and Opportunity Act (WIOA) substantially changes Local Board composition by reducing local workforce development board size while maintaining a business and industry majority and ensuring representation from labor and employment and training organizations.

To meet the categorical membership percentages, the WDB recommended a board of twenty-five (26) members. This option represents the minimum required local board size under WIOA plus an additional six (6) optional representatives in the following enumerated categories: 1) business; 2) workforce; 3) education and training.

Category – Representatives of Business (WIOA Section 107(b)(2)(A))

- Thirteen (13) representatives (52%)

Category – Representatives of Workforce (WIOA Section 107(b)(2)(A))

- Five (5) representatives (20%)

Category – Representatives of Education and Training (WIOA Section 107(b)(2)(C))

- One (1) Adult Education/Literacy Representative (WIOA title II)
- One (1) Higher Education Representative
- One (1) Economic and Community Development Representative
- One (1) Wagner Peyser Representative
- One (1) Vocational Rehabilitation Representative

Three (3) additional seats from the above categories, including constituencies referenced in Attachment III of Training Employment & Guidance Letter (TEGL) 27-14.

Recommendation:

a) Recommend approval of local board candidate for the re-appointment for the vacant board seat. (*Attached application and board roster) – Scheduled Approval date on August 6, 2024 at the Full Board Meeting*

- **Michael McGill to fill Business Seat #1**
- **Devonn Powers to fill Business Seat # 3**
- **Kelly Schelin to fill Education Seat # 2**
- **Leslay Choy to fill Governmental & Eco. & Community Dev. Seat # 1**
- **Richard Johnson to fill Governmental & Eco. & Community Dev. Seat # 1**

b) Recommend approval of local board candidate for the vacant board seat. (*Attached application and board roster) – Scheduled Approval date on August 6, 2024 at the Full Board Meeting*

- **Brandy Leidgen to fill Business Seat #8**
- **Natasha Paddock to fill Business Seat #10**
- **Brandon Matson to fill Business Seat # 11**
- **Gregory A. Brooks to fill Flex Seat # 1**

***No other candidates competed for the Business Seats # 1,3,8,10, &11.*

***No other candidates competed for the Governmental & Economic & Community Dev Seats # 1,2.*

***No other candidate competed for the Flex Seat # 1.*

RE-APPOINTMENT

Seat	Last Name	First Name	Address & District #	Term Start Date	Term of Expiration	District (Resident)
Business Seat # 1	McGill	Michael	Pleasant Hill, CA District # 4	7/1/2024	6/30/2024	District #2
Business Seat # 3	Powers	Devonn	Concord, CA District #4	7/1/2024	6/30/2028	District #2
Education & Training Seat # 2	Schelin	Kelly	San Pablo District 1	7/1/2024	6/30/2028	District #5
Governmental & Economic & Community Dev. Seat #1	Choy	Leslay	El Cerrito, CA District # 1	7/1/2024	6/30/2028	____
Governmental & Economic & Community Dev. Seat #2	Johnson	Richard	Concord, CA District #4	7/1/2024	6/30/2028	District #4

NEW APPOINTMENT

Seat	Last Name	First Name	Address & District #	Term Start Date	Term of Expiration	District (Resident)
Business Seat # 8	Leidgen	Brandy	Pleasanton, CA	7/1/2024	6/30/2028	District #4
Business Seat # 10	Paddock	Natasha	District # 4	7/1/02024	6/30/2028	District # 5
Business Seat # 11	Matson	Brandon	Martinez, CA District #5	7/1/2024	6/30/2028	District # 4
Flex Seat # 1	Brooks	Gregory A.	Richmond, CA District # 1	7/1/2024	6/30/2028	District #5

Thank you
/rms
attachment

Contra Costa County

Print Form

Please return completed applications to:
Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553
or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name Michael | **Middle Initial** R | **Last Name** McGill

Home Address - Street [redacted] | **City** Orinda | **State** CA | **Postal Code** 94563

Primary Phone (best number to reach you) [redacted] | **Email Address** [redacted]

Resident of Supervisorial District (if out of County, please enter N/A): 2

Do you work in Contra Costa County? ☑ Yes ☐ No **If Yes, in which District do you work?** 2

EDUCATION *Check appropriate box if you possess one of the following:*

☑ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Degree Type/Course of Study/Major	Degree Awarded	
University of Michigan	BSE: Civil	☑ Yes	☐ No
University of Michigan	MSE: Civil	☑ Yes	☐ No
University of Michigan	MSE: Water Resources	☑ Yes	☐ No

Other Training Completed: | **Certificate Awarded for Training?** ☐ Yes ☐ No

Board, Commission, or Committee Workforce Development Board of CCC | **Seat Name** Business Seat #1

Have you ever attended a meeting of the advisory board for which you are applying?

Please check one: ☑ Yes ☐ No If Yes, how many? Many

Please explain why you would like to serve on this particular board, committee, or commission.

Would like to be re-appointed to continue to serve.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Am currently Chair of the Youth Committee and am prior Chair of the Workforce Development Board

I am including my resume with this application:

Please check one: ☐ Yes ☑ No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one: ☐ Yes ☑ No

THIS FORM IS A PUBLIC DOCUMENT

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☑ Yes ☐ No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

Workforce Development Board

If Yes, please also list the Contra Costa County advisory board(s) on which you have **previously** served:

List any volunteer and community experience, including any boards on which you have served.

Am on the Boards of East Bay Leadership Council; Los Medanos College Foundation Board, National University and City University of Seattle; Contra Costa Special District Association and Contra Costa Taxpayers Association

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234).

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or ommissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: Michael R McGill **Date:** 2-13-2024

Submit this application to: ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships: (1) Mother, father, son, and daughter; (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter; (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter; (4) Registered domestic partner, pursuant to California Family Code section 297; (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner; (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Application Form

Profile

DeVonn
First Name

Middle Initial

Powers
Last Name

[redacted]
Home Address

Suite or Apt

Concord
City

CA
State

94520
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 2

Humanity Way
Employer

CEO
Job Title

Length of Employment

9 Years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

District 2

How long have you lived or worked in Contra Costa County?

26 Years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Business Non-profit Employment or Community Seat

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

Current member

Education

Select the option that applies to your high school education *

☑ G.E.D. Certificate

College/ University A

Name of College Attended

DVC

Degree Type / Course of Study / Major

Psychology

Degree Awarded?

○ Yes ◉ No

College/ University B

Name of College Attended

Nan McKay University

Degree Type / Course of Study / Major

HUD - Section 8, Self-Sufficiency

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

OMB Cost Principles for Non profits

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.

As a Homeless and Workforce Services Provider and a Contra Costa County resident, I am passionate about being a part of a team that works towards developing policies and practices that impact our community in a positive way. I believe the "real work" starts with ourselves and then extends by our openness to work alongside others in the fight against poverty. I bring a multitude of skill-sets and experiences that would allow for a positive contribution to the committee. I am excited about the opportunity to serve, develop and explore new strategies in doing the work better as our world changes.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Please see the attached resume for description of qualifications.

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:

Advisory Council on Equal Employment Opportunity (ACEEO)

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

Contra Costa Advisory Board for Re-entry, Workforce Development Board for Alameda County, Contra Costa Workforce Development Board

List any volunteer or community experience, including any advisory boards on which you have served.

Reentry Contra Costa County Advisory Board (CAB) - Board Member, Alameda County Workforce Service Board, Board Member, National American Association Cancer Registry - Member, Rotary Club Member (Pittsburg, CA), First Presbyterian Church of Concord, Clerk of Session and Session Member, Reentry Success Center, Steering and Planning Committee, Contra Costa Advisory Board for Re-entry, Workforce Development Board for Alameda County, Contra Costa Workforce Development Board.

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:

EHSD Subsidized Employment Contract (STEP-UP)

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.

DeVonn Powers

[redacted], Concord, CA 94520 [redacted]

PROFESSIONAL OBJECTIVE

To be a part of a team where my years of experience will be utilized to: empower, motivate, and support an organization in creatively achieving their vision while accomplishing their mission.

EXECUTIVE LEADERSHIP
BUSINESS DEVELOPMENT & CONTRACT MANAGEMENT

6 years of experience as an Executive Director; on the Board of Directors
11 years of experience of departmental/division oversight
18 years of experience directing/managing multiple contracts and programs
17 years of experience in program design and program start-up
26 years serving diverse populations

CORE COMPETENCIES

Strategic Planning & Execution	**Fiscal Accountably**	**Contract Negotiation**
Process & System Integration	**P&L Management**	**Grant Writing-RFP Process**
Infrastructure & Program Design	**Business Development**	**Public Relations & Marketing**
Operational Oversight	**Performance Benchmarks**	**Coalition Building**
Leadership Development	**Policy Improvement**	**Accurate Reporting**

RECENT ACHIEVEMENTS

† **Established Humanity Way, Inc. non-profit organization in Contra Costa County**
† 4.5M revenue growth, 60% increase within 18 months (contract awards), 20 positions added
† Designed and implemented restructuring plan for Workforce Development Department
† 100% retention - Contract renewals for contracts, grants and gifts for exceptional performance
† Established 75+ community-based partnerships with signed Memorandums of Understanding
† Formed, participated & lead multi-agency collaborations for County, City and Federal contracts

BOARDS/COMMITTEES/AFFILIATES

Alameda Workforce Investment Board member, Community Advisory Board member, West County Reentry Success Steering Committee member, Data Evaluation Committee, Site Planning Committee, Rotary Club, Contra Costa County Employment and Human Services Department, Contra Costa County Administrators Office and Probation Department, Solano County Social Service Department, Alameda County, Contra Costa County One Network and NAACCR.

WORK EXPERIENCE

2016 – Present Founder/Chief Executive Officer (Paid Officer) – Humanity Way, Inc.
Confer with board members to discuss project issues, coordinate activities, resolved problems, collaboratively plan, ensure compliance organizational goals, objectives, mission and participate in strategic planning and execution, establish policies, procedures, operational oversight, analyze budgetary information, financial planning, revenue forecasts, P&L, pursue new funding opportunities.

2016 – 2018 Senior Manager of Registry Operations – Cancer Prevention Institute of California
Oversight of Cancer Registry federal contracts - Provide overall supervision and oversight of registry resources, ensure contract compliance, collaborate with oncology, researchers and MDs, strategic planning, operating budget of 31M, comprised of 28 employees, 21 direct reports (4 high-level).

2012 – 2016 Senior Director of Contract Services – Goodwill Industries
Oversight of Workforce Development Department - Contracts - (Alameda, Contra Costa and Solano counties) Provide overall supervision, training of management team, confer with the CEO and board members to discuss organizational issues, operating budget of 11M comprised of 52 employees, 5 direct reports.

Fiscally responsible, analyze and maintain budgetary information, financial planning, revenue forecasts P&L oversight of 32M budget, expand agency revenue; ensure maximization of funds, develop new contracts and funding opportunities, grant writing, staff supervision, contract negotiation, RFP proposal preparation and final selection process, project planning and start-up, direct and ensure compliance of contract services and guidelines, establish and maintain alliances with County, State, local government and community-based partnerships, public speaking, program development, redesign and corrective operational processes, ensured contract outcomes, performance levels and deadlines, public presentations and departmental training, leadership development and motivational speaking, develop outcome based and narrative reports, development and submission of funding reports, payment requirements, financial audit of all payroll, billing, program records and process for all cost centers within workforce development.

- *Awards: 2015 CAL PIA Community Partnership award, 2015 Community Service 3-year contract, 2014 Job Services 3-year contract, 2014 F.A.M.E. Welfare-to-Work 3-year contract, 2013 AB109 Bridges-to-Work 3-year contract, 2015 & 2012 STEP-UP 3-year contract and received the CEO award, 2013, 2014 and in 2015 agency stopped giving out this award.*

2011 – 2013 Executive Director – Second Step Sober Living, Lodi CA
Participated on the Second Step Living (Sober living home for men) committee, conferred with committee and board members to discuss project issues, ccoordinated activities, resolved problems, collaboratively planned, ensured compliance organizational goals, objectives, mission and strategic planning and execution, established policies, procedures and guidelines, project planning and start-up operational oversight, fiscally responsible, analyze and maintain budgetary information, financial planning, revenue forecasts P&L oversight, expand revenue collaboratively established strategies to maximize returns on investments, increase productivity and explore/pursue new funding opportunities, *letter of recommendation available.*

2010 – 2012 Intervention Services Departmental Manager – STAND, Concord, CA
Provide overall supervision, training and management of the Intervention Services Department comprised of contracts with the Richmond Police Department, Antioch Police Department, Concord Police Department, Pittsburg Health Clinic, EHSD Contra Costa County, Chevron, Junior League, Cal-Ema, (Collaborative LGBTQ Rainbow Community Center, Victims of Crime, Community Violence Solutions), and HUD, direct and *oversee operations of "transitional housing".*

Fiscally responsible, analyzed and maintained budgetary information, financial planning, revenue forecasts P&L oversight, expand agency revenue; develop new contracts and funding opportunities, grant writing, contract negotiation, RFP proposal preparation and final selection process, project planning and start-up, direct and ensure compliance of contract services and guidelines, establish and maintain alliances with County, State, local government and community-based partnerships, program development, redesign and corrective operational processes, ensured contract outcomes, performance levels and deadlines, public presentations and departmental training, staff oversight, training and development, supervision and staff evaluation, leadership and career development and motivational speaking, develop outcome based and narrative reports, development and submission of funding reports, payment requirements, financial audit of all payroll. Chaired Cultural Competency Committee,

member of and presented on several partnering committees: Coalition for Human Trafficking, Home base committee, Homeless/HUD, Contra Costa Employment committee, Rainbow committee.

- *Awards: 2010 LGBTQ STAND-In-Pride 5-year contract, 2010 Domestic Violence EHSD 3-year contract, Pittsburg Health Clinic 1-year pilot project, MOVE Transitional housing*
- *Achievement/s: Designed and started a volunteer trauma-based vocational drop-in center for domestic violence survivor, this center also included on-site children's activity center*

2007 – 2010 Program Coordinator/Contract Manager – Goodwill, Antioch CA
Provided overall supervision, training and management to the Welfare-to-Work (WEX) contract, contract negotiation, RFP proposal preparation and final selection process, lead on taskforce with the Executive Team, planned, directed and ensured compliance of contract services and guidelines implemented alliances and acted as a liaison between County and community-based partnerships, ensured contract outcomes, performance levels and deadlines for multiple contracts, hired and provided training and supervision of program staff, fiscally responsible, analyzed, and maintained budgetary information, developed, revenue reports, reviewed and maintained annual financial plans, monitored, profit and loss statements, submitted purchase order requests, developed outcome based and narrative reports development and submission of funding reports, payment requirements, program site reviews, *reference letters from community partners are available.*

- *Awards: 2010 Work Experience 3-year contract, received the CEO Award in 2009 and 2010.*

2004 – 2007 G.I.F.T. Program Director, Livermore Housing Authority, Livermore CA
Provide overall supervision, training and management of three (3) contracts – G.I.F.T Program, Family Self-Sufficiency, and Section 8 Home Ownership HUD

Planned, directed and ensured compliance of contract services and guidelines, supervised staff and the maintenance crew, program design and start-up, ensured contract outcomes, performance levels and deadlines for multiple contracts, planned, coordinated and implemented activities, created alliances and acted as a liaison between County, City, State and community-based partnership, operational oversight, provided direct services to domestic violence survivors, low-income, unemployed, mental health consumers, reentry, fiscally Responsible, developed outcome based reports to HUD for all contracts, completed all property management duties, walk-thru, inspections HUD Code, rent collection and evictions, *received two (2) promotions during my employment.*

2002 – 2003 5150 Designee/Case Manager – Volunteers of America, Sacramento CA
Served, screened and treated Mental Health consumers, ensured contract outcomes, performance levels and deadlines, planned, coordinated and implemented activities for participants, crisis intervention and deflection, case planning, provided 5150 assessments under the supervision of a clinician for clients in crisis, medication management, medication administration, case management

1995 – 1998 Counselor/Case Manager I/II & Shift Leader– Turning Point, Sacramento CA
Served, screened and treated Developmentally Disabled Mental Health consumers, One-on-One counseling sessions, group therapy and ILS workshops, planned, acted as an advocate and liaison between clients and community-base organizations, crisis intervention and deflection,

EDUCATION/CERTIFICATION:

2015	OMB Supercircular Cost Principles	Solano County, CA
2014	Non-Profit – OMB 122 Cost Principles	Solano County, CA
2004	Nan McKay University – Certified Family Specialist	Las Vegas, NA
2001	Diablo Valley College – Psychology/Philosophy	Pleasant Hill, CA

Application Form

Profile

Kelly
First Name

Middle Initial

Schelin
Last Name

[redacted]
Home Address

Suite or Apt

Hercules
City

CA
State

94547
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 5

Contra Costa Community College District
Employer

Executive Vice Chancellor, Education and Technology
Job Title

Length of Employment

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

District 5

How long have you lived or worked in Contra Costa County?

9 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Board Member (Education)

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?

I have served on the Board since 2020.

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Duke University

Degree Type / Course of Study / Major

Master of Divinity

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Westmont College

Degree Type / Course of Study / Major

Bachelor of Arts in Philosophy

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 deep passion for empowering individuals and communities through practical education and innovative workforce development programs. I believe that this can best be accomplished through robust public-private partnerships that systematically leverage the expertise of educational agencies, industry, and public organizations. In my role as Executive Vice Chancellor of Education and Technology at the Contra Costa Community College District (CCCCD), I oversee the workforce development unit at the district level, as well as support the workforce development departments at each of the District's three colleges. I am committed to deepening the partnership that already exists between CCCCD and the Workforce Development Board of Contra Costa County.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have 15 years of workforce development experience in the higher education arena, ranging from roles as an essential skills instructor, WIOA Case Manager, Dean of Workforce Development, and various executive leadership roles at the district-level overseeing Workforce Development for the Contra Costa Community College District. I also bring experience serving as a board member on two other workforce development boards prior to beginning my tenure on the Workforce Development Board of Contra Costa County in 2020.

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:

Workforce Development Board

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.

Member of the SparkPoint Steering Committee (March 2016 - June 2022) Board Member on the Richmond Workforce Development Board (March 2017 - March 2020) Board Member on the Kerr-Tar Workforce Development Board in Person County, North Carolina (July 2012 - June 2014)

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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   (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.

Kelly Schelin

KELLY R SCHELIN

[redacted], Hercules, CA 94547 • [redacted]

PROFESSIONAL EXPERIENCE

Contra Costa Community College District, Martinez, California

Executive Vice Chancellor, Education and Technology March 2024-Present

- Provide leadership and administrative oversight of all aspects of instruction, student services, information technology, workforce development, research and planning, and education-related grants in support of the District's mission
- Facilitate strategic coordination and implement project management structures for districtwide initiatives, grants, and regulation-driven changes in support of strategic enrollment growth, improved student success metrics, and student-focused system improvements.
- Provide districtwide leadership for accreditation, strategic planning, and change management needed for continuous improvement
- Develop and implement instructional, student services, and technology policies and procedures in a highly consultative manner with the goal of advancing diversity, equity, inclusion, and belonging for students and employees
- Cultivate and maintain strategic partnerships with educational agencies, community-based organizations, higher education consortia, and industry partners
- Monitor pending legislation and regulatory changes, assess impact on District operations, and devise appropriate revisions to policies and practices in consultation with key stakeholders and districtwide groups

Interim Vice Chancellor, Education and Technology March 2022-February 2024

- Provide leadership and administrative oversight of all aspects of instruction, student services, information technology, workforce development, educational planning, and international education in support of the District's mission
- Facilitate strategic coordination and implement project management structures for districtwide initiatives, grants, and regulation-driven changes in support of strategic enrollment growth, improved student success metrics, and student-focused system improvements.
- Develop and implement instructional, student services, and technology policies and procedures in a highly consultative manner with the goal of advancing diversity, equity, inclusion, and belonging for students and employees
- Cultivate and maintain strategic partnerships with educational agencies, community-based organizations, higher education consortia, and industry partners
- Monitor pending legislation and regulatory changes, assess impact on District operations, and devise appropriate revisions to policies and practices in consultation with key stakeholders and districtwide groups

Associate Vice Chancellor, Educational Services July 2019-February 2022

- Provided leadership and administrative oversight for student services, workforce development, financial aid, and international education
- Supported districtwide partnerships with educational agencies, community-based organizations, higher education consortia, and industry partners
- Spearheaded districtwide process analysis efforts and successfully managed multiple process improvement projects simultaneously in admissions, financial aid, student-focused scheduling, and strategic outreach coordination

- Monitored pending legislation and regulatory changes, assessed impact on District operations, and devised appropriate revisions to policies and practices in consultation with key stakeholders and districtwide groups
- Facilitated strategic communication and ensured districtwide effectiveness through monthly meetings with Vice Presidents, Financial Aid Directors, Admissions and Records Directors, Marketing and Outreach Directors, and Districtwide Strategic Scheduling Workgroup

Contra Costa College, San Pablo, California

Dean, Workforce and Economic Development March 2017-June 2019

- Supervised staff and operations, including hiring and evaluating employees, managing multiple funding streams, and ensuring compliance with District and grant-specific policies
- Provided leadership across multiple institutional initiatives including Guided Pathways, Strong Workforce, and Accreditation – Standard I: Mission, Academic Quality and Institutional Effectiveness, Integrity
- Managed IEPI Innovation and Effectiveness PRT, facilitating and supporting institution-wide progress in Guided Pathways, Strategic Enrollment Management, and Campus Climate/Morale
- Developed and maintained valuable partnerships with employers, community agencies, and municipalities to maximize educational and employment opportunities for students
- Managed eight to fourteen workforce development and institutional enhancement funding streams per year, averaging $3 million annually
- Supervised six academic programs in the Natural, Social, and Applied Sciences Division, including enrollment management, faculty evaluations, and direct support to faculty

Director, Workforce and Economic Development December 2014-March 2017

- Collaborated with faculty and instructional deans to upgrade and refine career education programs in response to labor market information, industry input, and enrollment management trends
- Creatively braided funding sources to expand staffing structure to achieve grant objectives
- Developed and led institutional planning process for the Strong Workforce Program, including the creation of the preliminary staffing structure and budget
- Spearheaded development of a CCAP agreement with WCCUSD while convening Local Pathway Action Teams (LPATs) and designing the dual enrollment pilot
- Compiled and shared labor market data with faculty and deans to support continuous improvement and ensure program relevance

Piedmont Community College, Roxboro, North Carolina

Director, Grants February 2013-November 2014

- Served on Executive Council, contributing to strategic planning and the determination of annual institutional priorities
- Managed grants office, prioritizing and leading multiple projects simultaneously
- Secured over $4.5 million dollars in grants from foundations and corporate partners in less than two years at an institution with only a $27 million-dollar operating budget
- Supervised proposal development teams, created work assignments, and evaluated progress
- Ensured compliance with all federal, state, and local grant requirements and reporting guidelines
- Coordinated resource development efforts with the Person County Government, Roxboro City Council, the Person County Economic Development Commission, Kerr-Tar Workforce Investment Board, industry, and the public school system

Associate Director, Workforce Development August 2009-February 2013

- Developed and supported collaborative partnerships with local industry, community organizations,

and workforce development boards
- Collaborated with industry partners and faculty to design, implement, and fund the Workforce Certification Academy, which offered non-credit to credit pathways leading to industry-recognized credentials in high-demand sectors
- Provided oversight for enrollment management, including creating class schedules and analyzing enrollment and retention data for the purpose of continuous improvement
- Developed and implemented customized training programs for industry partners that were offered on a contract basis

WorkKeys Administrator, Instructor/WIA Counselor September 15, 2008-August 2009

- Developed curricula, course outlines, and class schedules for non-credit courses
- Counseled Workforce Investment Act participants for Low-Income and Dislocated Worker programs
- Managed American Recovery and Reinvestment Act grant funds
- Administered WorkKeys Assessments and managed Career Readiness Certificate program
- Taught workforce preparation classes for long-term unemployed individuals, including pre-release courses at Caswell County Correctional Center.

EDUCATION

Master of Divinity from Duke University, Durham, North Carolina
Bachelor of Arts in Philosophy from Westmont College, Santa Barbara, California

MEMBERSHIPS/AFFILIATIONS

Current Memberships

- Contra Costa Adult Education Consortium Steering Committee (Co-Chair)
- Contra Costa County Business and Economic Development Committee (Higher Ed Representative)
- Bay Area K-16 Collaborative – East Bay Steering Committee (Community College Representative)
- Governing Board of the Green Empowerment Zone
- Workforce Development Board of Contra Costa County (Board Member)

Past Memberships

- Richmond Workforce Development Board (Board Member)
- SparkPoint Contra Costa Steering Committee (Higher Education Representative)
- East Bay Health Workforce Partnership Leadership Team (Education Partner)
- Kerr-Tarr Workforce Investment Board (Board Member)
- Central Region of the NC Community College System Workforce Development Advisory Board (Chairperson-Elect)
- Board of Directors, Re-Entry Pathways 4 Success (Co-Chair)

Application Form

Profile

Leslay
First Name

Middle Initial

Choy
Last Name

[redacted]
Home Address

[redacted]
Suite or Apt

El Cerrito
City

CA
State

94530
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 1

San Pablo EDC
Employer

Executive Director
Job Title

Length of Employment

11

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

District 1

How long have you lived or worked in Contra Costa County?

16

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Economic Development or Flex

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?

20

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Universite catholique de Louvain-la-Neuve

Degree Type / Course of Study / Major

Maitrise, International Relations

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

CSU, Chico

Degree Type / Course of Study / Major

BA, International Relations/French

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.

As a professional gratefully partnered across the Contra Costa County region to uplift community through investments in workforce services, business services and first-time homebuyer programs, it is important to be involved in a the WDBCCC, which has the ultimate leadership in cross-agency partnership and innovation. San Pablo EDC is committed to participant-centric, equity approaches and we believe the WDBCCC is aligned.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have served on the WDBCCC under three different executive directors and continue to work regionally with the original executive director. I lead an equity-focused organization in the advancement of equitable economic opportunity for all we serve that has successfully torn down barriers and multiplied partnerships. I am also a member of the BED Committee and appreciate the work we address. We work with all types of agencies to further our impact, just like the WDBCCC. We believe in continuing to evolve the models by which we serve residents of this county to diversify the revenue and resources by which we do this work, and having a voice on the WDBCCC is important to this evolution.

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:

Workforce Development Board of Contra Costa County

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.

Business & Economic Development Committee of the Workforce Development Board of Contra Costa County

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:

We have an indirect relationship currently in that we are a sub-recipient to a workforce grant.

Please Agree with the Following Statement

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☑ I Agree

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Contra Costa County

Print Form

Please return completed applications to:
Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553
or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name Richard | **Middle Initial** P | **Last Name** Johnson

Home Address - Street [redacted] | **City** Concord | **State** CA | **Postal Code** 94521

Primary Phone (best number to reach you) [redacted] | **Email Address** [redacted]

Resident of Supervisorial District (if out of County, please enter N/A): 4 District Locator Tool

Do you work in Contra Costa County? ☑ Yes ☐ No **If Yes, in which District do you work?** 4

Current Employer EDD Workforce Services Branch | **Job Title** Employment Program Manager II | **Length of Employment** 24 years

How long have you lived or worked in Contra Costa County? 20 years

Board, Committee, or Commission Workforce Development Board | **Seat Name** Wagner-Peyser Representative

Have you ever attended a meeting of the advisory board for which you are applying?

Please check one: ☐ Yes ☑ No If Yes, how many?

EDUCATION

Check appropriate box if you possess one of the following:

☑ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Degree Type/ Course of Study/Major	Degree Awarded	
Trinity School of the Bible	BA/Ministerial Studies	☑ Yes	☐ No
American River JC	General Education	☐ Yes	☑ No
Sierra College	Total Quality Management	☐ Yes	☑ No

Occupational Licenses Completed:

Other Trainings Completed:

Certificate Awarded for Training?

☐ Yes ☐ No

☐ Yes ☐ No

Do you have any obligations that might affect your attendance at scheduled meetings? ☐ Yes ☑ No

If Yes, please explain:

Would you like to be considered for appointment to other advisory bodies for which you may be qualified? ☐ Yes ☑ No

Are you a veteran of the U.S. Armed Forces? ☐ Yes ☑ No

THIS FORM IS A PUBLIC DOCUMENT

Please explain why you would like to serve on this particular board, committee, or commission.

As the Cluster Manager for the Employment Development Department (EDD) Workforce Services (WSB) Concord office overseeing employment service delivery for Contra Costa County, I am the mandatory Wagner-Peyser Representative. This is an application to renew my membership on the board, having served for actively on the board for eight years, since being appointed to lead the EDD WSB office in Concord, that serves Contra Costa County.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume).

I have 24 years experience working for the EDD, including 8 years prior/current experience in serving on the board, and regularly partner with the Workforce Development Board (WDB) and partner agencies to provide employment services to the public. Our EDD WSB office serves the public at the Concord AJCC, and at events throughout Contra Costa County.

I am including my resume with this application:

Please check one: ☐ Yes ☑ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☐ Yes ☑ No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have **previously** served:

List any volunteer and community experience, including any boards on which you have served.

I am currently serving on the Workforce Development Board, as the Wagner-Peyser representative.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section on page 3 of this application or Resolution No. 2021/234).

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or ommissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: Richard Johnson **Date:** 5-2-2024

Submit this application to: ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

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Application Form

Profile

Brandy
First Name

Middle Initial

Leidgen
Last Name

[redacted]
Home Address

Suite or Apt

Concord
City

CA
State

94521
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 4

Bank of America
Employer

VP Senior Relationship Manager
Job Title

Length of Employment

2 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

44 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Brandy Leidgen

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

University of Phoenix

Degree Type / Course of Study / Major

Business Administration

Degree Awarded?

○ Yes ◉ No

College/ University B

Name of College Attended

Diablo Valley College

Degree Type / Course of Study / Major

General Education

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.

Resume attached

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Resume attached

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

○ Yes ◉ No

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○ Yes ◉ No

If Yes, please explain:

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List any volunteer or community experience, including any advisory boards on which you have served.

Measure V & Q city of Concord

Conflict of Interest and Certification

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○ 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

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☑ I Agree

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Brandy Leidgen

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   (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.

Brandy Leidgen

BRANDY LEIDGEN

[redacted]

DEDICATED, COMMITTED COMMUNITY LEADER
ARTICULATING STRONG MESSAGES ACROSS LOCAL COMMUNITIES BEYOND MEASURE

Transformational Leader with a collaborative nature and strategic approach to project planning and problem-solving. Passionate about boosting community morale through a high-profile orientation. Gifted at building productive relationships with clients, shareholders, COIs, community leaders, and executive personnel. Proven history in developing neighborhood partnerships and implementing scalable initiatives that increased economic market share in communities.

WORK EXPERIENCE

BANK OF AMERICA, PLEASANTON, CA 2022-CURRENT SENIOR VP, RELATIONSHIP MANAGER

● Client Relationship Manager proficient in nurturing and maintaining relationships with high-value clients, understanding their unique needs, and providing tailored financial solutions to support their business objectives.
● Providing financial analysis and risk management for clients $25MM-$200MM in revenue
● Strategic planning and execution with a proven ability to develop and implement strategic plans to expand market share and increase wallet share among target clients, utilizing market insights and competitive intelligence to identify growth opportunities.
● Deal structuring and negotiation for complex credit transactions tailored to meet the unique financing requirements of mid-size businesses, adept at negotiating terms and pricing to maximize profitability while mitigating risk.
● Performance tracking and reporting preparing regular reports to management on portfolio performance, revenue generation, client retention, and market trends, providing insights for informed decision-making.

U.S. BANK, WALNUT CREEK, CA 2020-2022 VP, BUSINESS BANKING DEVELOPMENT CONSULTANT

● Topflight Business Bank Consultant delivering and selling a full range of banking services to businesses totaling $2M TO $50M in revenue.
● Top performer in business loans and acquisition for 2021, totaling over $150,000 in revenue to the bank.
● Top performer in PPP loans to the bank, over $22 million for 2020 and 2021.
● Senior Banking Leader, proving critical in achieving key performance indicators by independently developing and implementing strategic business plans with Senior Leadership to align with U.S Bank's corporate direction.
● President of the DEI Volunteer Committee with U.S. Bank. Organizing monthly volunteer events for the Bay Area Team
● Northern California bank employees. Receiving the Gold Award for efforts.
● Responsible for organizing a community event during COVID-19 that provided 300 pizzas for volunteers in the East Bay. KRON 4 News and Channel 5 News broadcast the event.

WELLS FARGO, CONCORD, CA 2009 - 2019 VP, BUSINESS DEVELOPMENT OFFICER, 2015 - 2019

● Top performer for 2019 new acquisition for closing a $72 million commercial card spend and $6 million in deposit.
● Assisted Relationship Managers and Senior Leadership completion of remediation.
● Identified winning business development strategies by understanding the client's needs, challenging the status quo, and creating partnership opportunities for Wells Fargo to power performance, and production goals.
● Played a key role in proactively assisting business partners to win business, harnessing extensive cold calling for new acquisitions for businesses $5M to $100M.
● Devised training strategies for internal team members utilizing expert tools & techniques, solidifying greater sales amongst the retail division.
● Cultivated effective and collaborative relationships with the key decision-makers, partners, COIs, and community leaders

RETAIL BUSINESS DEVELOPMENT OFFICER, 2010 -2016

● Grew market share of six Wells Fargo locations by holding offsite group presentations for new business owners.
● True maximizer, achieved captivating annual deposit, loan and referral sales results by developing new client relationships through networking with existing customers, leveraging COIs, and making prospecting calls.
● Partnered closely with the Branch Manager to empower consistent and quality relationship building and quality commercial and consumer referrals which steered remarkable sales opportunities to drive future business advancement.
● Held morning training huddles with the Branch Manager and the team on business strategy; delivered weekly group presentations to help educate and develop team members on acquiring new business relationships.

PERSONAL BANKER, 2009 - 2010

● Solidified several new clients and strengthened existing business relationships by devising and executing business development and marketing plan strategies to attract and acquire new clients.
● Increased revenue through loans, deposits, investments, and other banking products. Analyzed balances and sales trends to predict future performance and certify progress.

Other Experience

● Business owner, BDO Limited
● Started a Non-Profit, Community Network Capital

COMMUNITY ENGAGEMENT AND IMPACT

● Engaged in local emergency disaster relief all over Northern California, which included Hope Foundation, Butte County Fire Survivors, Paradise Cal Fire, and Santa Rosa Tubbs Fire.
● Rosie the Riveter Trust Foundation, raising $270k in one night
● Heart for Hero award from the Kiwanis International Club for the Butte County Fire victims.
● US Bank- Organized 5 events to give back to essential workers.
● US. Bank- Organized an East Bay support local event, including six non-profits. Recognized company-wide and was showcased by local news.
● Worked with the City of Concord in food distribution during the COVID-19 pandemic.
● Project Coordinator- Don Salvio Pacheco statue in downtown Concord.
● Project Coordinator- Concord Historical fundraiser to complete refurbishing the historical building. Raising $360K for the statue completion and $250K donation to the Concord Historical Society
● Volunteered over 40 hours for Junior Achievement Hours.
● Alumni at Contra Costa Leadership Association
● Measure V Oversight Committee for the City of Concord 2015-Present
● Bi-Bett Board Member 2019-Present

EDUCATION

Diablo Valley College, Pleasant Hill, CA
Contra Costa Leadership Academy- 2018-2019
Crucial Conversations
University of Phoenix- Business Administration
Tony Robbins- Unleash the Power Within- June 2021, 2022 and 2023

AFFILIATIONS

Ambassador for Junior Achievement; Board Member- Bi-Bett; Measure Q Oversight Committee City of Concord; Founder and Board President - Community Network Capital; Rosie Riveters Trust Fundraising Officer Rosie Riveters; President Employee Engagement, U.S. Bank President Volunteerism – Diversity & Inclusion; U.S.Bank Board Member for Development Network U.S.; Measure V Oversight Committee City of Concord; Advocate for homeless in Concord through GROW organization

REFERENCES

Justin Ezell- Assistant City Manager- [redacted]

Ron Leone- Former Mayor of Concord- [redacted]

Jan Miller- Retired Market Leader for SF BAY Area Wells Fargo- [redacted]

Application Form

Profile

Brandon
First Name

Middle Initial

Matson
Last Name

[redacted]
Home Address

Suite or Apt

Pleasant Hill
City

CA
State

94523
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 4

Martinez Refining Company
Employer

Director of Strategic Communication
Job Title

Length of Employment

4 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

D5

How long have you lived or worked in Contra Costa County?

4 years

Are you a veteran of the U.S. Armed Forces?

◉ Yes ○ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Business

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?

1

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

CSUF

Degree Type / Course of Study / Major

MBA in Economics

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

UCLA

Degree Type / Course of Study / Major

BA in Psychology

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

El Camino College

Degree Type / Course of Study / Major

AA

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'd like to serve on the Workforce Development Board (WDB) as a business representative to the Board. I work at one of the largest employers in Contra Costa County, Martinez Refining Company, where I lead the company's external relations activities. My colleague Bob Muller has served on the Board for several years and will be retiring in the coming months. I'd like to replace him on the WDB to continue the collaborative work between our company and the WDB. I am passionate about workforce development and can help bring resources and ideas to the WDB to help further the goals of the organization.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

- Over 10 years' experience working as a liaison between business and the public sector - Currently work as the head of Community Relations for one of the largest employers in Contra Costa County (Martinez Refining Company) and am well situated to bring resources and ideas to the WDB - MBA in Economics from Cal State Fullerton - Work well in teams - Strong leadership experience and skills, having served as an Officer in the United States Army

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:

Sustainability Commission

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.

Contra Costa County Sustainability Commission

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.

Brandon Matson

Application Form

Profile

Natasha (First Name) | (Middle Initial) | Paddock (Last Name)

[redacted] (Home Address) | [redacted] (Suite or Apt)

Walnut Creek (City) | CA (State) | 94598 (Postal Code)

[redacted] (Primary Phone)

[redacted] (Email Address)

District Locator Tool

Resident of Supervisorial District:

☑ District 5

C.O.P.E. Family Support Center, Inc. (Employer) | Executive Director (Job Title)

Length of Employment

1 year

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

District 4

How long have you lived or worked in Contra Costa County?

16 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: 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

University of the Pacific

Degree Type / Course of Study / Major

B.A. Psychology

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Cal State East Bay

Degree Type / Course of Study / Major

MSW

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:

ASW#94484

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

Vested interest in the community and mental health services as a resident and nonprofit leader.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

17 years county government; 12 years as a division operations manager for EHSD, 2.5 years as an administrator for health and social services for Solano County, and 2 years as deputy director for Housing and Community Development in Alameda County. Currently Executive Director for a local nonprofit serving children, youth, and families with counseling-based school programs and mental health services and CA representative for the national board for National Association of Social Workers.

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:

Executive Director of a nonprofit organization.

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:

EHSD funds programs for my nonprofit.

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.

Application Form

Profile

Gregory
First Name

A
Middle Initial

Brooks
Last Name

[redacted]
Home Address

Suite or Apt

Richmond
City

CA
State

94805
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 5

West Contra Costa Unified School District
Employer

Principal, Adult Education
Job Title

Length of Employment

22 Year

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

5

How long have you lived or worked in Contra Costa County?

22 Years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Workforce Development Board: Submitted

Seat Name

Education and Training

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

UCSD

Degree Type / Course of Study / Major

Bach of Arts/English

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

CSUEB

Degree Type / Course of Study / Major

Masters Ed Leadership

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've focused the majority of my career in education on at-risk youth and underserved communities, establishing CTE programs in K-12 schools, and working to establish career orientated pathways.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

As the new principal of Adult Education for West Contra Costa Adult Ed, I am now in a position to guide and improve Career Pathways throughout 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:

WCC Adult Ed has one MOU in place for Measure X Funding for Outreach to Older Adult, and another submitted for review with the Board of Supervisors. We (Adult Ed) do partner with the Work Force Development Board, but do not currently receive funding.

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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   (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.

Objective: To obtain the position of Principal for WCCUSD Adult Education

Administrative Experience:

2024-Present: Principal, West Contra Costa Adult Education

2022-2024: Vice Principal & instructional Specialist, Mira Vista K-8

Duties include Assessment Planning and Support, Instructional Planning and Support, Evaluations, Master Scheduling, Data Analysis, Climate Development, and Site Safety & Security and Special Education.

2015-2022: Assistant Principal, John F. Kennedy High School

Duties have included Assessment Planning and Support, Instructional Planning and Support, Discipline, CTE & Special Education Program Development, Certificated and Credentialed Staffing and Evaluations, Master Scheduling, WASC, Data Analysis, Climate Development, and Site Safety & Security.

- Restructured MMSN and RSP program to double the number of structured teaching assignments and increased course offerings for certificated program.
- Collaborated with multiple stakeholders to establish Pathway for CTE.
- Created multiple dashboards for data analysis and various clerical operations

2016: Team Member: WCCUSD Discipline Committee

- Reviewed, selected, and adapted district discipline matrix.

2014: Principal Intern: Crespi Middle School WCCUSD Extended Learning Program

2010-2015: TOSA: Administrator/Site Supervisor, West Contra Costa Adult Education

- Richmond High School ESL program. Manage and/or assist with staffing, scheduling, school-wide presentations, security, and professional development.
- Coordinated and oversaw WASC Self Study resulting in a six-year term.

2012-2013: Community Day School - TOSA: Administrator

Assisted with operations, community partners, staffing, and support services.

2009-2012: TOSA: Principal, WCCUSD Alternative Education Extended Learning Program

Managed all aspects of program with respect to varying yearly budget: staffing, master schedule, programming, and curricula.

Teaching Experience:

2009-2015: TOSA: Program Lead, Vista High School/Gompers High School

'ShortStop' Independent Studies - Designed and operated a stop-drop independent studies program for at-risk students.

2002-2009: TOSA: De Anza High School, Kappa High School, and Delta High School

Coordinated standardized testing, security, and planned use of categorical funding.

WASC Experience:

Visiting Committee Chair (5), Visiting Committee Team Member (2), Team Member (5)

Education:

California State University East Bay

Tier II Administrative Credential - 2019

Master of Science Degree in Educational Leadership - 2010

- Thesis: Engagement of At-Risk Youth in Alternative Educational Settings

Tier I Administrative Credential - 2008

Single Subject Teaching Credential,English - 2005

University of California San Diego

Bachelor of Arts Degree - 1998

Major: Writing/English Literature

Minors: Psychology & Scientific Perspectives

Workforce Development Board
Contra Costa County

BOARD MEMBERS
Public Roster

Tamia Brown
Executive Director

BUSINESS SEATS

MICHAEL MCGILL	JERRY L. ARANAS	DEVONN POWERS
MMS Design Associates, Inc. President/Principal Engineer Committee: Executive & Youth Committee	Lam Research Business Manager Committee: Youth Committee	Humanity Way, Inc. Founder/Chief Executive Director Committee:
Business Seat #1 Appointment Date: 7/1/2024 Term End Date: 6/30/2028	Business Seat #2 Appointment Date: 7/26/2022 Term End Date: 6/30/2026	Business Seat #3 Appointment Date: 7/1/2024 Term End Date: 6/30/2028
TERRY CURLEY (VICE CHAIR)	**DOUGLAS R. LEZAMETA**	**SARAH A. CHODAKEWITZ**
Executive Vice President United Business Bank Committee: Executive & Business & Economic Dev.	Founder Fusion Latina Network Committee: Business & Economic Development Committee	Director, Government and Community Affairs John Muir Health Committee: Business & Economic Development Committee
Business Seat #4 Appointment Date: 7/26/2022 Term End Date: 6/30/2026	Business Seat #5 Appointment Date: 08/01/2021 Term End Date: 06/30/2025	Business Seat #6 Appointment Date: 6/7/2022 Term End Date: 6/30/2026
NICHOL CARRANZA	**BRANDY LEIDGEN**	**VACANT**
Sr. Rep. Corporate Social Responsibility & Public Affairs Marathon Petroleum Corporation Committee: Business & Economic Development Committee	VP Senior Relationship Manager Bank of America Committee:	Committee:
Business Seat #7 Appointment Date: 6/7/2022 Term End Date: 06/30/2026	Business Seat #8 Appointment Date: 7/1/2024 Term End Date: 6/30/2028	Business Seat #9 Appointment Date: 7/1/2023 Term End Date: 6/30/2027
NATASHA PADDOCK	**BRANDON MATSON**	**VACANT**
Executive Director C.O.P.E. Family Support Center Inc. Committee:	Director of Strategic Communication Martinez Refining Company Committee:	Committee:
Business Seat # 10 Appointment Date: 7/1/2024 Term End Date: 06/30/2028	Business Seat # 11 Appointment Date: 7/1/2024 Term End Date: 06/30/2028	Business Seat #12 Appointment Date: 7/1/2024 Term End Date: 06/30/2028
VACANT		
Committee: Business Seat # 13 Appointment Date: 7/1/2024 Term End Date: 06/30/2028		

Workforce Development Board Contra Costa County

BOARD MEMBERS
Public Roster

Tamia Brown
Executive Director

WORKFORCE AND LABOR SEATS

THOMAS HANSEN	JOSHUA ANIJAR (RE-APPOINTMENT)	TIMOTHY JEFFERIES
IBEW Local 302 Business Manager Committee: Executive & Youth Committee	Central Labor Council Contra Costa County Executive Director Committee: Executive	Boilermakers Local 549 Business Manager/ST Committee:
Workforce & Labor Seat #1 Appointment Date: 07/01/2021 Term End Date: 6/30/2025	Workforce and Labor Seat # 2 Appointment Date: 7/1/2023 Term End Date: 6/30/2027	Workforce and Labor Seat #3 Appointment Date: 07/1/2021 Term End Date: 6/30/2025
STEVE OLDER	**TRACI YOUNG (RESIGNED 05.2024)**	
Machinists Union Local 1173 Area Director/Business Representative Committee:	~~Central Labor Council Contra Costa County~~ ~~Community Services Director, Labor Liaison to UWBA~~ ~~Committee: Business & Economic Development Committee~~	
Workforce and Labor Seat #4 Appointment Date: 08/01/2021 Term End Date: 6/30/2025	Workforce and Labor Seat #5 Appointment Date: 08/01/2021 Term End Date: 6/30/2025	

EDUCATION AND TRAINING SEATS

STEVEN A. FRANCE	KELLY SCHELIN	
Del Valle Education Center Director Committee:	Contra Costa College District Interim Vice Chancellor, Education and Technology Committee: Business & Economic Development Committee	
Education & Training Seat #1 Appointment Date: 12/1/2022 Term End Date: 06/30/2026	Seat No: Business #2 Appointment Date: 7/1/2024 Term End Date: 6/30/2028	

GOVERNMENTAL AND ECONOMIC AND COMMUNITY DEVELOPMENT SEATS

LESLAY CHOY	RICHARD JOHNSON	VACANT
San Pablo Economic Development Executive Director Committee: Business & Economic Development Committee	California Employment Development Department Employment Service/Program Manager II Committee: Business & Economic Development Committee	
Governmental & Eco. & Community Dev. Seat #1 Appointment Date: 7/1/2024 Term End Date: 6/30/2028	Governmental & Eco. & Community Dev. Seat #2 Appointment Date: 7/1/2024 Term End Date: 6/30/2028	Governmental & Eco. & Community Dev. Seat #3 Appointment Date: 7/1/20XX Term End Date: 6/30/20XX

Workforce Development Board
Contra Costa County

Tamia Brown
Executive Director

FLEX SEATS

GREGORY A. BROOKS	VACANT	ALISON MACKEE
West Contra Costa Unified School District Principal, Adult Education Committee:	Committee:	Contra Costa County Library County Librarian Committee:
Flex Seat #1 Appointment Date: 7/1/2024 Term End Date: 6/30/2028	Flex Seat #2 Appointment Date: 7/1/20XX Term End Date: 6/30/20XX	Flex Seat #3 Appointment Date: 7/1//2023 Term End Date: 6/30/2027

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2333 **Agenda Date:** 8/6/2024 **Agenda #:** C.7.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: DECLARE vacant the County Schools and Community College Districts Representative seat on the Treasury Oversight Committee (TOC)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the resignation of Julie Bautista due to her retirement on July 31, 2024, DECLARE vacant the County Schools and Community College Districts Representative seat on the Treasury Oversight Committee (TOC) and DIRECT the Clerk of the Board of post the vacancy, as recommended by the Treasurer Tax Collector.

FISCAL IMPACT:
None.

BACKGROUND:

The purpose of the Treasury Oversight Committee is to carry out the following: 1) Review and monitor the County Treasurer's annual investment policy; and 2) Ensure an annual audit is conducted to determine the County Treasurer's compliance with the investment policy. The Contra Costa County Treasury Oversight Committee is composed of seven statutory members, one of whom is the County Superintendent of Schools or his/her designee, and three alternates. The Committee members are in three different categories as follows:

Category 1: Appointed officials (two statutory members and one alternate). Category 1 appointed members are the County Superintendent of Schools or his or her designee and a representative and an alternate of the Board or their designee.

Category 2: Elected members (two statutory members and two alternates). Category 2 includes one representative and one alternate elected by a majority of the school and community college districts; and one representative and one alternate elected by a majority of the special districts.

Category 3: Public members (three statutory members). Category 3 includes representatives from the public nominated by the County Treasurer and confirmed by the Board

All Committee members including alternates will serve at the pleasure of the Board, and may be removed at any time, with or without cause, at the sole discretion of the Board.

With the retirement of Julie Bautista on July 31, 2024, the County Schools and Community College Districts Representative seat became vacant.

CONSEQUENCE OF NEGATIVE ACTION:

The County Schools and Community College Districts Representative seat on the Treasury Oversight Committee (TOC) would remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2334 **Agenda Date:** 8/6/2024 **Agenda #:** C.8.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: DECLARE a vacancy in the District I, Alternate 1 seat on the El Sobrante Municipal Advisory Council for a term ending on December 31, 2026 and DIRECT the Clerk of the Board to post the vacancy

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DECLARE a vacancy in the District I, Alternate 1 seat on the El Sobrante Municipal Advisory Council for a term ending on December 31, 2026 and DIRECT the Clerk of the Board to post the vacancy

FISCAL IMPACT:
none

BACKGROUND:
The El Sobrante Municipal Advisory Council provides input to the Board of Supervisors, the County Planning Commission, and the Zoning Administrator on land use issues and other concerns affecting the unincorporated community of El Sobrante

CONSEQUENCE OF NEGATIVE ACTION:
The appointment would not be made and the District would not have representation on the council

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2335 **Agenda Date:** 8/6/2024 **Agenda #:** C.9.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: REAPPOINT Richard Frankel to the Assessment Appeals Board District IV Seat

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
REAPPOINT the following individual to the District IV seat on the Assessment Appeals Board to a term ending on September 5, 2027, as recommended by Supervisor Carlson.

Richard Frankel
Walnut Creek, CA 94598

FISCAL IMPACT:
None

BACKGROUND:
Established May 29, 1973 by Ordinance 73-45, the Appeals Board is the Board of Equalization for the County, with the powers to equalize the valuation of the taxable property in the County for the purpose of taxation and review, equalization and adjust penal and escaped assessments on the roll.

CONSEQUENCE OF NEGATIVE ACTION:
The seat will become vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2336 **Agenda Date:** 8/6/2024 **Agenda #:** C.10.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Polling Site in the City of Pittsburg for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the Lions Center for the Visually Impaired to rent LCVI for Polling Site in the City of Pittsburg for November 5, 2024 General Election.

FISCAL IMPACT:

$150 from the general fund.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide 147 polling places throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the Lions Center for the Visually Impaired in the City of Pittsburg. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the Lions Center for the Visually Impaired for use of this site as a voting location. For election day voting, as well as set up and take down of voting equipment, the agreement provides the County with use of the Lions Center for the Visually Impaired on November 5, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a voting location.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2337 **Agenda Date:** 8/6/2024 **Agenda #:** C.11.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Polling Site in the City of Antioch for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of Antioch to rent the Nick Rodriguez Community Center for a Polling Site for the November 5, 2024 General Election.

FISCAL IMPACT:

None.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide 147 polling places throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the Nick Rodriguez Community Center in the City of Antioch. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the City of Antioch for use of this site as a voting location. For election day voting, as well as set up and take down of voting equipment, the agreement provides the County with use of the Nick Rodriguez Community Center on November 5, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a voting location.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2338 **Agenda Date:** 8/6/2024 **Agenda #:** C.12.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Polling Site in the City of Antioch for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of Antioch to rent the Antioch Water Park for a Pollworker Training Venue and a Polling Site for the November 5, 2024 General Election.

FISCAL IMPACT:

None.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide in-person pollworker training and 147 polling places throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the Antioch Water Park in the City of Antioch. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the City of Antioch for use of this site as a voting location. For Pollworker training and election day voting, as well as set up and take down of voting equipment, the agreement provides the County with use of the Antioch Water Park on October 10, October 18, October 21, and November 5, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a voting location.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2339 **Agenda Date:** 8/6/2024 **Agenda #:** C.13.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Polling Site in the City of El Cerrito for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of El Cerrito to rent the El Cerrito Community Center for a Polling Site for the November 5, 2024 General Election.

FISCAL IMPACT:

None.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide 147 polling places throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the El Cerrito Community Center in the City of El Cerrito. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the City of El Cerrito for use of this site as a voting location. For election day voting, as well as set up and take down of voting equipment, the agreement provides the County with use of the El Cerrito Community Center on November 5, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a voting location.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2340 **Agenda Date:** 8/6/2024 **Agenda #:** C.14.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Pollworker Training Venue in the City of El Cerrito for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of El Cerrito to rent the Hana Gardens Senior Center for a Pollworker Training Venue for the November 5, 2024 General Election.

FISCAL IMPACT:

None.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide in-person pollworker training throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the Hana Gardens Senior Center in the City of El Cerrito. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the City of El Cerrito for use of this site as a voting location. For Pollworker training, the agreement provides the County with use of the Hana Gardens Senior Center on October 14, and October 22, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a training location.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2341 **Agenda Date:** 8/6/2024 **Agenda #:** C.15.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Pollworker Training Venue at California State University - East Bay Concord for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the Trustees of the California State University and Colleges to rent the California State University - East Bay Concord campus for a Pollworker Training Venue for the November 5, 2024 General Election.

FISCAL IMPACT:

$400 from the general fund.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide in-person pollworker training throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the California State University - East Bay Concord campus. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the Trustees of the California State University and Colleges for use of this site as a Pollworker training venue. The agreement provides the County with use of the California State University - East Bay Concord campus on October 19, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a training location.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 24-2342 **Agenda Date:** 8/6/2024 **Agenda #:** C.16.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Pollworker Training Venue, Regional Early Voting site, and Polling Place in the City of Brentwood for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the City of Brentwood to rent the Brentwood Community Center for a Pollworker Training Venue, a Regional Early Voting Site, and a Polling Site for the November 5, 2024 General Election.

FISCAL IMPACT:

None.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide in-person pollworker training, early voting sites, and 147 polling places throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the Brentwood Community Center in the City of Brentwood. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the City of Brentwood for use of this site as a voting location. For pollworker training, regional early voting, election day voting, as well as set up and take down of voting equipment, the agreement provides the County with use of the Brentwood Community Center on October 14, October 25, October 31, November 1, November 2, November 4, and November 5, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a training or voting location.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2343 **Agenda Date:** 8/6/2024 **Agenda #:** C.17.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Agreement for Regional Early Voting Site and Polling Site at the San Ramon Valley United Methodist Church for November 5, 2024 General Election

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract with the San Ramon Valley United Methodist Church to rent the Wesley Center Great Hall for a Regional Early Voting Site and a Polling Site for the November 5, 2024 General Election.

FISCAL IMPACT:

$1,000 from the general fund.

BACKGROUND:

The Elections Division of the Clerk-Recorder's office will provide 5 Regional Early Voting sites and 147 polling places throughout the County for the November 5, 2024 General Election. Sites that will be utilized include the San Ramon Valley United Methodist Church. The Facility Rental Application and Use Agreement for this site contains an indemnification and hold harmless provision, whereby the County agrees to indemnify and hold harmless the San Ramon Valley United Methodist Church for use of this site as a voting location. For early and election day voting, as well as set up and take down of voting equipment, the agreement provides the County with use of the Wesley Center Great Hall on October 31, November 1, November 2, November 4, and November 5, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Office will not be able to use this site as a voting location.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2344 **Agenda Date:** 8/6/2024 **Agenda #:** C.18.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Accept Canvass of Votes for the Police Service Election in Area P-6, Zone 216, Subdivision 9588

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Accept the Canvass of Votes for the July 16, 2024 Special Election for Police Services Measure in the following County Service Area:

Area P-6, Zone 216, Subdivision 9588 - Unincorporated area of Bay Point - DID PASS

FISCAL IMPACT:
All tax proceeds will accrue to the new County Service Areas.

BACKGROUND:
For the election results, see the attached Certificate of the County Clerk, providing results of the July 16, 2024 Special Election for the County Service Area, where each landowner of the affected area was allowed one vote for each acre or portion thereof:

Area P-6, Zone 216, Subdivision 9588, Resolution No. 2024-135

Resolution so as to authorize a special tax on said property, located in unincorporated area of Bay Point, to maintain present level of police protection services and provide additional funding for increased police protection services.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board of Supervisors does not accept the Canvass of Votes, Zone 9588 will not be formed.

KRISTIN B. CONNELLY
COUNTY CLERK

HELEN NOLAN
ASSISTANT REGISTRAR

CONTRA COSTA COUNTY
REGISTRATION-ELECTION DEPARTMENT
555 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553

July 17, 2024

TO: Department of Conservation and Development
Attention: Jennifer Cruz

FROM: Kristin B. Connelly, County Clerk-Recorder
By: Jacob Stull, Elections Services Supervisor

SUBJECT: CANVASS OF VOTES-POLICE SERVICE AREA P-6, ZONE 216, SUBDIVISION 9588

The enclosed documents contain the results of Canvass of Votes for the Police Service Area P-6, Zone 216, Subdivision 9588 Election held on July 16, 2024.

CERTIFICATE OF THE COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE POLICE SERVICE AREA P-6, ZONE 216, SUBDIVISION 9588 SPECIAL ELECTION

State of California }
} ss.
County of Contra Costa }

I, KRISTIN B. CONNELLY, County Clerk of Contra Costa County, State of California, do hereby certify that I did canvass the return of the votes cast in the July 16, 2024 Special Election. I further certify that the statement of the votes cast, to which this certificate is attached shows the whole number of votes cast in said County and the whole number of votes cast for and against the measure in said County and in each respective precinct therein, and that the totals of the respective columns and the totals as shown for and against the measure are full, true, and correct.

WITNESS my hand and Official Seal this 17th day of July, 2024.

KRISTIN B. CONNELLY, County Clerk

By _____
Jacob Stull, Elections Services Supervisor

CONTRA COSTA POLICE SERVICE AREA P-6,
ZONE 216, SUBDIVISION 9588

OFFICIAL CANVASS

The Election was conducted on July 16, 2024, by Landowners of the effected area. Each Landowner was allowed one vote for each acre or portion thereof.

Total Landowners	Voted	Yes	No
1	3	3	0

File #: RES 2024-284 **Agenda Date:** 8/6/2024 **Agenda #:** C.19.

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: Reimbursement Resolution for Multifamily Housing Revenue Bonds - Riverhouse Hotel in Martinez

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. ADOPT a resolution conditionally providing for the authorization of revenue bonds ("Bonds") in an aggregate amount not to exceed $30,000,000 to finance the acquisition, construction and rehabilitation of 84 units of multifamily residential rental housing currently identified as Riverhouse Hotel located at 700 Alhambra Avenue, Martinez, California (the "Development"), and approving related actions.

2. FIND and DECLARE that the recitals contained in the proposed resolution are true and correct.

3. DETERMINE that the issuance of Bonds to finance the Development, including reimbursement of expenses incurred by the Borrower, is necessary and providing conditional approval thereof and setting forth conditions for the issuance of Bonds.

4. DECLARE the County's official intent to use proceeds of the Bonds to reimburse expenditures of the Borrower incurred for the Development.

5. AUTHORIZE the Director of the Department of Conservation and Development, or designee, to submit an application to CDLAC for an allocation from the state ceiling of private activity bonds.

6. APPOINT Stradling Yocca & Rauth, LLP as bond counsel for the transaction.

7. AUTHORIZE the Director of the Department of Conservation and Development, or designee, to implement the approvals set forth in the resolution.

FISCAL IMPACT:

There is no fiscal impact associated with this action. In the event that the Bonds are issued, the Contra Costa County (the "County") will be reimbursed for any costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring certain units in the Development will be rented to low -income households are accommodated in the bond issue. The Bonds will be solely secured by and payable from revenues (e.g., development rents, reserves, etc.) pledged under the bond documents. No County funds

are pledged to secure the Bonds.

BACKGROUND:

The County, through the Department of Conservation and Development, operates a multifamily housing revenue bond financing program. The purpose of the program is to increase or preserve the supply of affordable rental housing available to low and very low-income households. The County program may be undertaken within the unincorporated County and within the cities located in the County that have agreed to let the County operate the program in their jurisdiction.

Eden Development, Inc. ("Eden") requested to participate in the County's multifamily housing revenue bond financing program. Eden (through a borrower entity to be formed by Eden or an affiliate or assignee approved by the County, referred to herein as the "Borrower") will use the bond proceeds for the acquisition, construction, and rehabilitation of the Development, which is approximately 108 years old, constructed in 1914. The Development is an existing, occupied 75-unit apartment development with 6 ground floor retail spaces. The 6 retail spaces on the ground floor will be replaced with 9 new residential units, for a total of 83 low-income and very low-income units between 30-60% area median income (AMI), to be restricted to occupancy by residents who are disabled or over 62 years old, plus one manager's unit. The building design and project entitlements have been approved by the City of Martinez. The Development meets the eligibility criteria for bond financing and the County policy for this program. The Development will be managed by Eden Housing Management, Inc.

A requirement of federal tax law is that the prospective financing be subject to a conditional statement of intent to issue bonds to reimburse expenses incurred prior to the date the bonds are issued and a reimbursement resolution that is adopted by the Board of Supervisors fulfills that requirement. Also, the California Debt Limit Allocation Committee, the entity that allocates tax-exempt bond authority in California, requires that a reimbursement resolution be adopted before an application may be submitted for such an allocation. The adoption of a reimbursement resolution will not obligate the County or the owner without future discretionary actions but will indicate the intent of the County to issue the bonds if all conditions in the reimbursement resolution have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

Without the reimbursement resolution, Eden will not be able to proceed with the process of applying to the California Debt Limit Allocation Committee for multifamily housing revenue bond authority through the County, which would severely delay the development of this project.

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

IN THE MATTER OF **Resolution No. 2024/XX**

RESOLUTION SETTING FORTH THE COUNTY'S OFFICIAL INTENT TO ISSUE REVENUE BONDS TO FINANCE A MULTIFAMILY RENTAL HOUSING DEVELOPMENT KNOWN AS RIVERHOUSE HOTEL

WHEREAS, the Board of Supervisors of the County of Contra Costa (the "County") has determined that there is a shortage of safe and sanitary housing within the County, and that it is in the best interest of the residents of the County and in furtherance of the health, safety and welfare of the public for the County to assist in the financing of multifamily rental housing developments; and

WHEREAS, pursuant to Division 31 of the Health and Safety Code of the State of California, and particularly Chapter 7 of Part 5 thereof (the "Act"), the County is empowered to issue and sell revenue bonds for the purpose of making mortgage loans or otherwise providing funds to finance the acquisition, construction and rehabilitation of multifamily rental housing, including units for lower income households and very low-income households; and

WHEREAS, Eden Development, Inc. ("Eden") has requested that the County consider the issuance and sale of revenue bonds (the "Bonds") pursuant to the Act, in one or more series, including Bonds the interest on which is federally tax-exempt, all for the purpose of lending the proceeds thereof to a County-approved limited partnership entity to be formed by Eden, or an affiliate or assignee of Eden (the "Borrower") to finance the acquisition, construction and rehabilitation by the Borrower of 84 units of multifamily rental housing currently identified as Riverhouse Hotel to be located at 700 Alhambra Avenue (APN No. 373-225-002-6 and 373-225-003-4) in the City of Martinez, County of Contra Costa (the "Development"), to be owned by the Borrower; and

WHEREAS, the County expects that the Borrower has paid or may pay certain expenditures (the "Reimbursement Expenditures") in connection with the Development within 60 days prior to the adoption of this resolution and may incur additional Reimbursement Expenditures prior to the issuance of indebtedness, for the purpose of financing costs associated with the Development on a long-term basis; and

WHEREAS, Sections 1.103-8(a)(5), 1.142-4, and 1.150-2 of the United States Treasury Regulations require the County to declare its reasonable official intent to reimburse prior expenditures for the Development with proceeds of a subsequent tax-exempt borrowing; and

WHEREAS, the County wishes to declare its intention to authorize the issuance of the Bonds for the purpose of financing costs of the Development (including reimbursement of the Reimbursement Expenditures, when so requested by the Borrower upon such terms and conditions as may then be agreed upon by the County, the Borrower and the purchaser of the Bonds) in an aggregate principal amount not to exceed $30,000,000; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "Code") limits the amount of multifamily housing mortgage revenue bonds that may be issued in any calendar year by entities within a state

and authorizes the governor or the legislature of a state to provide the method of allocation within the state; and **WHEREAS**, Chapter 11.8 of Division 1 of Title 2 of the California Government Code governs the allocation of the state ceiling among governmental units in the State of California having the authority to issue private activity bonds; and

WHEREAS, Section 8869.85 of the California Government Code requires a local agency desiring an allocation of the state ceiling to file an application with the California Debt Limit Allocation Committee (CDLAC) for such allocation, and CDLAC has certain policies that are to be satisfied in connection with any such allocation.

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

Section 1. The Board of Supervisors hereby finds and declares that the foregoing recitals are true and correct.

Section 2. (a) The Board of Supervisors hereby determines that it is necessary and desirable to provide financing for the Development (including reimbursement of the Reimbursement Expenditures) pursuant to the Act by the issuance of the Bonds in an aggregate principal amount not to exceed $30,000,000. The issuance of the Bonds shall be subject to the following conditions: (a) the County, by Resolution of the Board of Supervisors, shall have first agreed to acceptable terms and conditions for the Bonds (and for the sale and delivery thereof), and for all agreements with respect to the Bonds to which the County will be a party; (b) all requisite governmental approvals for the Bonds shall have first been obtained; (c) the Bonds shall be payable from revenues received with respect to a loan to the Borrower made with the proceeds of the Bonds, and neither the full faith nor the credit of the County shall be pledged to the payment of the principal of or interest on the Bonds; and (d) any occupancy and other requirements of the Code are satisfied or otherwise provided for with respect to Bonds, the interest on which is intended to be excluded from gross income for federal tax purposes. The expected date of issue of the Bonds is within eighteen (18) months of the later of the date the first Reimbursement Expenditure was made and the first date the Development is placed in service and in no event later than three (3) years after the date of the first Reimbursement Expenditure.

(b) Proceeds of the Bonds to be used to reimburse for Development costs are not expected to be used directly or indirectly to pay debt service with respect to any obligation or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the County or any entity related in any manner to the County, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

(c) As of the date hereof, the County has a reasonable expectation that the Bonds will be issued to reimburse Development costs. This Resolution is consistent with the budgetary and financial circumstances of the County, as of the date hereof. The Bonds will be repaid solely from proceeds of the Bonds and amounts paid by the Borrower. No other moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the County (or any related party) pursuant to its budget or financial policies to repay the Bonds.

Section 3. This Resolution is being adopted by the County in part for the purpose of establishing compliance with the requirements of Sections 1.103-8(a)(5), 1.142-4, and 1.150-2 of the Treasury Regulations. In such regard, the County hereby declares its official intent to use proceeds of the Bonds to reimburse the

Reimbursement Expenditures. This action is taken expressly for the purpose of inducing the Borrower to undertake the Development, and nothing contained herein shall be construed to signify that the Development complies with the planning, zoning, subdivision, environmental and building laws and ordinances applicable thereto or to suggest that the County, or any officer or agent of the County will grant any such approval, consent or permit that may be required in connection with the acquisition, construction and equipping of the Development, or that the County will make any expenditure, incur any indebtedness, or proceed with the financing of the Development.

Section 4. The Director of the Department of Conservation and Development, or designee (the "Designated Officer") is hereby authorized and directed to apply to CDLAC for an allocation from the state ceiling of private activity bonds to be issued by the County for the Development in an amount not to exceed $30,000,000 and to take any and all other actions as may be necessary or appropriate in connection with such application, including but not limited to the payment of fees, the posting of deposits and the provision of certificates, additional applications to CDLAC (if necessary), and any such actions heretofore taken by such the Designated Officers and their designees are hereby ratified, approved and confirmed.

Section 5. Stradling Yocca Carlson & Rauth LLP is hereby appointed to serve as Bond Counsel to the County in connection with the Development and the issuance and sale of the Bonds.

Section 6. The Director of the Department of Conservation and Development, or designee, are hereby authorized to execute all necessary documents, in a form approved by County Counsel and/or Bond Counsel, and to perform such acts as are necessary to implement the approvals provided for in this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-283 **Agenda Date:** 8/6/2024 **Agenda #:** C.20.

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: Senate Bill 1 Grant Execution

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution to approve and authorize the Conservation and Development Director, or designee, to apply for and accept a grant of up to a maximum of $1,499,285 from the California Ocean Protection Council, Senate Bill 1 Grant Program, for the preparation of the Contra Costa County Resilient Shoreline Plan that would create focused adaptation strategies and implementation actions for the communities along Contra Costa County's shoreline.

FISCAL IMPACT:
The Senate Bill 1 Grant Program funds awarded to Contra Costa County will be distributed among the lead applicant (County) and any partners, which will include community-based organizations, local shoreline governments, and technical subconsultants. A process for grant administration will be forthcoming for Board consideration. This partnership will improve capacity and develop priorities to address sea level rise within our respective jurisdictions. Measure X funds for climate equity and resilience as well as water policy planning funds through the County's Water Agency support the work of the Department of Conservation and Development staff who will be administering the grant. The Senate Bill 1 Grant Program does not require a County match.

BACKGROUND:
The Senate Bill 1 Grant Program operates through the California Ocean Protection Council (OPC) and provides funding to local and regional governments to develop sea level rise adaptation plans and implementation projects under the direction of Senate Bill 1. Track 1 of the Senate Bill 1 Grant Program supports projects in the pre-planning, data collection, and planning phases. The Board of Supervisors authorized the County's application to the Senate Bill 1 Grant Program at its May 14, 2024, meeting. At OPC's June 4, 2024, meeting, OPC approved the authorization to disburse up to $1,499,285 to Contra Costa County for the Contra Costa Resilient Shoreline Plan as part of the first tranche of SB 1 Grant Program awards. OPC has indicated Board of Supervisors approval of the attached resolution is a requirement of the grant execution process that will enable the County to receive the funding awarded by OPC. Once the grant is executed, staff anticipate starting work funded by the SB 1 Grant Program in the fall of 2024.

DCD has initiated the Resilient Shoreline Coalition, consisting of a growing list of collaborators and partners that have supported the County's pursuit of grant funding for the Contra Costa Resilient Shoreline Plan. Outreach to shoreline cities, special districts, and community-based organizations to gauge interest in being a

partner on this grant will continue until all shoreline cities and other shoreline stakeholders are briefed.

CONSEQUENCE OF NEGATIVE ACTION:
Should the Board not approve the resolution, the County would not be able to receive funding awarded through the Ocean Protection Council's Senate Bill 1 Grant Program to develop a resilient shoreline plan.

See attached resolution.

OCEAN PROTECTION COUNCIL – RESOLUTION TEMPLATE

Resolution No: Resolution Number

RESOLUTION BY BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY
APPROVING THE APPLICATION FOR AND/OR EXECUTION OF GRANT FUNDS FROM THE OCEAN PROTECTION COUNCIL UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Proposition 84), Prop 68, ENVIRONMENTAL LICENSE PLATE FUNDS, ONCE THROUGH COOLING OR GENERAL FUNDS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY

1. If applicable, approves the filing of an application for the Contra Costa Resilient Shoreline Plan; to be funded by the California Ocean Protection Council Senate Bill 1 Grant Program.

2. If applicable, certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so;

3. Certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

4. Certifies that the Applicant/Grantee will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and,

5. Appoints the Conservation and Development Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the _____day of Month _____ 20____. I, the undersigned, hereby certify that the foregoing Resolution Number Resolution Number was duly adopted by the BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY.

Following Roll Call Vote: Ayes: _____
Nos: _____
Absent: _____

_____, Title - must be Chair or Secretary of Governing Board
(Signature) (Title)

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2417 **Agenda Date:** 8/6/2024 **Agenda #:** C.21.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Approval of Transfer of Ownership of Giant Road Apartments in San Pablo, and Related Actions

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE the ownership transfer of Giant Road Apartments in San Pablo from Giant Development, LP, a California Limited Partnership, to Giant Development II, LP, a California Limited Partnership;
2. APPROVE the assignment and assumption of County Community Development Block Grant (CDBG), and HOME Investment Partnerships Program (HOME) from the current owner to the new owner; and
3. APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute legal documents subject to approval by the County Administrator and approval to form by County Counsel that are required to carry out these approvals.

FISCAL IMPACT:
No General Fund impact. CDBG and HOME funds are provided to the County on a formula basis through the U.S. Department of Housing and Urban Development (HUD).

CDBG CFDA #14.218. HOME CFDA #14.239.

BACKGROUND:
Giant Road Apartments, located at 2832 Giant Road in the City of San Pablo (the Development), consists of 86 units of affordable rental housing that is suitable for extremely low and very low-income families and individuals. In 2004 and 2005, the County loaned $600,000 of CDBG and $1,100,000 of HOME funds to Giant Development, LP, a California Limited Partnership (Prior Partnership), with East Bay Local Development Corporation (EBALDC) as the Prior Partnership's managing partner. The loans, in combination with additional funds from low-income housing tax credits, the City of San Pablo, the State of California-Housing and Community Development, and a private mortgage loan, were used for the acquisition and new construction of the Development.

The Development's initial tax credit period has passed, and the Development is in need of rehabilitation to meet current accessibility standards and to remediate water intrusion issues. EBALDC was awarded another low-income housing tax credit allocation and multi-family housing bonds to complete the needed rehabilitation. Together with an allocation of new permanent private financing, and seller carryback loan, the tax credit will provide funds to refinance the existing loans on the Development.

EBALDC, an experienced non-profit affordable housing developer, is not seeking any additional CDBG or HOME funds as a part of this transaction. The purpose of the refinancing is to rehabilitate the Development. The proposed scope of work at the Development includes but is not limited to exterior envelope and structural repairs, removal and replacement of damaged framing, window replacement, painting, waterproofing and accessibility, path of travel improvements, and in-unit upgrades as needed.

In support of the proposed rehabilitation, the County actions needed are: (1) consent to the assignment of the original County CDBG and HOME loans to the borrower; (2) restructure the original CDBG and HOME loans by rolling the accrued interest of $820,846 (through expected closing date of August 8, 2024) plus principal loan balance of $1,700,000 resulting in an updated principal loan balance of $2,520,846.

The existing loan terms are three percent simple annual interest with a term of 55 years with repayments required to be made only when the borrower has surplus cash. Since 2005, the County has received $111,920.89 in interest payments. The restructured loan will have a 55-year term and carry the applicable federal interest rate at the time of transaction closing (4.6% in July 2024) with the same deferred payment/surplus cash flow repayment structure.

The loan documents are attached and include a restructured promissory note and deed of trust, an assignment agreement, an amended and restated intercreditor agreement, an amended CDBG/HOME loan agreement, and amended regulatory agreement. The documents are in their close to final form and will be executed subject to approval by the County Administrator and in a form approved by County Counsel. Through this action, the DCD Director, or designee, is also authorized to execute subordination agreements and estoppels that are consistent with the terms in the amended loan agreement.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval and execution of the legal documents, the acquisition and rehabilitation will not be completed and will continue to suffer from deferred maintenance. The Development must close the transaction and begin construction in July 2024 or forgo the low-income housing tax credits and multi-family housing bonds upon which the project's financing depends.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee document pursuant to
Government Code Section 278393 and 27388.1

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FIRST AMENDMENT
OF REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(Giant Road)

THIS FIRST AMENDMENT OF REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "First Amendment") is dated July 25, 2024, and is by and between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Giant Development II, LP, a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Borrower is acquiring from Giant Development, L.P., a California limited partnership (the "Prior Partnership") that certain real property located at 2832 Giant Road, in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). The Property is improved with an eighty-six (86) unit affordable housing development, eighty-four (84) of which are for rental to extremely low, very low and low income households, and two (2) manager's units (the "Development"). The Development, as well as all landscaping, roads, and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

B. The County previously provided the Prior Partnership the following loans: (i) a loan in the amount of One Million Two Hundred Thousand Dollars ($1,200,000), funded with Six Hundred Thousand Dollars ($600,000) of HOME Funds and Six Hundred Thousand Dollars ($600,000) of CDBG Funds, and (ii) a loan in the amount of Five Hundred Thousand Dollars ($500,000) of HOME Funds, collectively, the "County Original Loans."

C. The County and East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation, entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants dated September 30, 2004, and recorded against the

Property on September 30, 2004 as Instrument No. 2004-376348-00 as assigned to the Prior Partnership pursuant to an Assignment and Assumption Agreement recorded December 22, 2005 as Instrument Number 12005-0490146-000 (the "Regulatory Agreement"), setting forth income, rent, management and other operational requirements of the Development.

D. In support of the rehabilitation of the Improvements, the County has consented to the assignment of the County Original Loans and the Regulatory Agreement to Borrower pursuant to an Assignment, Assumption, and Consent Agreement among the County, the Prior Partnership, and Borrower dated of even date herewith, and has consented to restructure the County Original Loans such that the principal amount is Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846) which amount represents the original principal amount of the County Original Loans, plus interest accrued on the County Original Loans as of the date of this First Amendment (the "County Loan").

E. Concurrent with the assignment and assumption of the County Original Loans and the Regulatory Agreement, the County and Borrower are entering into the following documents to reflect the County Loan in addition to this First Amendment: (i) First Amendment to First Amended and Restated CDBG/HOME Loan Agreement between the County and Borrower; (ii) Promissory Note executed by Borrower for the benefit of the County in the amount of the County Loan; (iii) Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, to be recorded against the Property; and (iv) Second Amended and Restated Intercreditor Agreement among the City of San Pablo, Borrower, and the County to be recorded against the Property.

F. As consideration for the County Loan, the County requires the term of the Regulatory Agreement be extended to fifty-five (55) years from the date of this First Amendment.

G. This First Amendment amends the Regulatory Agreement. Defined terms used but not defined in this First Amendment are as defined in the Regulatory Agreement.

The parties therefore agree to amend the Regulatory Agreement as follows:

AGREEMENT

1. Borrower. Section 1.1(f) of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"(f) "Borrower" means Giant Development II, LP, a California limited partnership."

2. County Loan Agreement. Section 1.1(o) of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"(o) "County Loan Agreement" means the First Amended and Restated CDBG/HOME Loan Agreement between Giant Development, L.P., a California limited

partnership and the County dated December 15, 2005, as modified by a First Amendment to First Amended and Restated CDBG/HOME Loan Agreement dated July 25, 2024 and executed by Borrower and the County."

3. County Deed of Trust. Section 1.1(m) of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"(m) "County Deed of Trust " means Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated July 25, 2024 among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, recorded against the Property."

4. County Loan. Section 1.1(n) of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"(p) "County Loan" means the loan to Borrower from the County in the amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846)."

5. County Note. Section 1.1(p) of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"(p) "County Note" means the promissory note executed by Borrower dated July 25, 2024 in the amount of the County Loan."

6. Intercreditor Agreement. Section 1.1(y) of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"(y) "Intercreditor Agreement" means the Second Amended and Restated Intercreditor Agreement by and among Borrower, the County, and the City of San Pablo dated July 25, 2024."

7. Term. Section 1.1(gg) of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"(gg) "Term" mean the term of this Agreement which commenced on September 30, 2004 and terminates on July 25, 2081."

8. Loss of Subsidy. A new section 2.5 is added to the Regulatory Agreement as follows:

"2.5 Loss of Subsidy.

(a) It is anticipated that certain of the Extremely Low Income Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the development budget approved by the County pursuant to the County Loan Agreement (the "Approved Development Budget"). Notwithstanding Section 2.3, if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State

agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the Extremely Low Income Units that overlap with a Subsidy Unit, to a monthly Rent that does not exceed the maximum rent published by HUD for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b) (the "Low HOME Rent") subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of Extremely Low Income Units subject to the Rent increase may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development;

(3) Borrower shall use good faith efforts to ensure that the Tenants whose Rents are increased to the Low HOME Rent have the highest incomes of the Tenants occupying Extremely Low Income Units; and

(4) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the Extremely Low Income Units to be reduced back to the Extremely Low Income Rent. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the Extremely Low Income Units back to the Extremely Low Income Rent, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget."

9. Notices. Section 6.15 of the Regulatory Agreement is deleted in its entirety and replaced with the following:

"6.15 Notices.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

(1) if intended for the County is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Borrower is to be addressed to:

Giant Development II, LP
c/o East Bay Asian Local Development Corporation
1825 San Pablo Avenue, Suite 200
Oakland, CA 94612
Attention: Chief Executive Officer

With a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

The County shall provide Wincopin Circle LLLP (the "Limited Partner") a duplicate copy of all notices of default that the County may give to or serve in writing upon Borrower, at the address set forth in this Section, provided, the County shall have no liability to the Limited Partner for its failure to do so. The Limited Partner has the right, but not the obligation, to cure any default of Borrower set forth in such notice, during the applicable cure period described in this Agreement, and the County will accept tender of such cure as if delivered by Borrower."

10. Full Force and Effect. Except as set forth in this First Amendment, the Regulatory Agreement remains unmodified and in full force and effect.

11. Counterparts. This First Amendment may be signed in counterpart and, if signed in counterpart, each counterpart signature is an original signature, and all the counterparts together constitute one and the same agreement.

[signatures on following page]

The parties are signing this First Amendment as of the day and year first above written.

BORROWER:

GIANT DEVELOPMENT II, LP,
a California limited partnership

By: Giant Development II, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Capri Roth, EVP of Real Estate Development

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and Development

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

Legal Description of the Property

Real Property situated in the County of Contra Costa, City of San Pablo, State of California, and described as follows:

PARCEL ONE:
All that real property being a portion of Parcel A as shown on the Parcel Map M.S. No. 777-86, filed April 7,1986 in Book 122 of Parcel Maps at Page 7, located in the City of San Pablo, County of Contra Costa, State of California, more particularly described as follows:

Beginning at the Northwest corner of said Parcel A, said point being on the Easterly boundary of the road right of way known as Giant Road (County Road No. 21); thence along said Easterly boundary of Giant Road, South 12° 25' 00" West a distance of 363.51 feet;

Thence South 77° 35' 00" East a distance of 314.00 feet;

Thence North 12° 25' 00" East a distance of 273.74 feet;

Thence South 77° 35' 00" East a distance of 26.00 feet;

Thence North 12° 25' 00" East a distance of 89.77 feet;

Thence North 77° 35' 00" West a distance of 340.00 feet; to the point of beginning.

Also being Lot 1, as shown on the Lot Line Adjustment Plat attached to that certain "Certificate of Compliance for Lot Line Adjustment LLA 04-35" recorded August 5, 2004 as instrument No. 2004-302583 of Official Records which was corrected in the Correction Deed recorded September 14, 2004 as Instrument No. 2004- 353917 of Official Records.

PARCEL TWO:

Non-exclusive easements for access, drainage and utilities, created as an appurtenance to Parcel One above in the "Easement and Maintenance Agreement" executed by and between Pulte Home Corporation, a Michigan Corporation and Giant Development L.P., a California limited partnership recorded April 14, 2006 as Instrument No. 2006-116461, Official Records, over, under and upon the following described land:

Being a portion of Lot "J" as said Lot is shown on that certain Map entitled "Subdivision No. 8921, for Condominium purposes, Devon Square in the City of San Pablo", filed February 1, 2006 in Book 487 of Maps at Pages 7 to 10, inclusive, of Official Records of Contra Costa County, more particularly described as follows:

Beginning at a point on the mostly Westerly line of said Subdivision No. 8921, being the Southerly terminus of the line shown as "North 12° 25' 00" East, 273.74" on the last said Map;

Thence from said point of beginning, along the last said mostly Westerly line, North 12° 25' 00" East, 273.74 feet to a point on the Northerly line of the last said Subdivision;

Thence along the last said Northerly line, South 77° 35' 00" East, 24.00 feet;

Thence leaving the last said Northerly line, along the mostly Easterly line of said Lot J and its Northerly production, South 12° 25' 00" West, 127.75 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 23.00 feet to a point on the last said mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J, South 12° 25' 00" West, 0.50 feet to a point on a nontangent curve concave to the Southeast having a radial which bears North 12° 25' 00" East, a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Westerly, Southwesterly and Southerly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 88.98 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 2.85 feet to a point on the mostly Northerly line of the right of way of Lake Street as said street is shown on the last said Subdivision No. 8921 and being also a non-tangent curve, concave to the South, having a radial which bears North 21° 45' 12" East, a radius of 25.25 feet and a central angle of 9° 29' 12;

Thence Westerly along the arc of said curve, 4.28 feet;

Thence continuing along the last said right of way of Lake Street, North 77° 35' 00" West, 29.74 feet to the point of beginning.

APN: 412-060-005-3

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Giant Road)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("Agreement") is dated July 25, 2024, and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Giant Development, L.P., a California limited partnership (the "Prior Partnership"), and Giant Development II, LP, a California limited partnership ("Borrower").

RECITALS

A. The Prior Partnership is the owner of that certain real property located at 2832 Giant Road, in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in the Original Loan Agreement, as defined below (the "Property"). The Prior Partnership and Borrower desire that all of the Prior Partnership's rights, title, and interest in the Property be transferred to Borrower (such transfer, the "Transfer").

B. The County previously provided the following loans to the Prior Partnership, all of which are secured by the Property (collectively, the "Original Loans"): (i) a loan in the amount of One Million Two Hundred Thousand Dollars ($1,200,000), funded with Six Hundred Thousand Dollars ($600,000) of Home Investment Partnerships Act funds ("HOME Funds"), and Six Hundred Thousand Dollars ($600,000) of Community Development Block Grant Program funds (together, "Original Loan #1"), and (ii) a loan in the amount of Five Hundred Thousand Dollars ($500,000) of HOME Funds ("Original Loan #2"). The Prior Partnership and Borrower desire that all of the Prior Partnership's rights and obligations under the Original Loans and the Original Loan Documents, defined below, be assigned to and assumed by Borrower (such assignment, the "Assignment"). The Transfer and the Assignment require the County's consent.

C. The Original Loans are evidenced by the following documents (collectively, the Original Loan Documents"): (i) First Amended and Restated CDBG/HOME Loan Agreement between the Prior Partnership and the County dated December 15, 2005 (the "Original Loan Agreement"), (ii) Promissory Note dated September 30, 2004, executed by East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation("EBALDC") for the benefit of the County in the amount of Original Loan #1 ("Original Note #1"), which was assigned to the Prior Partnership pursuant to an Assignment and Assumption Agreement that was recorded December 22, 2005, as Instrument Number 12005-0490146-000 (the "Assignment Agreement"), (iii) Promissory Note dated December 15, 2005, executed by the Prior Partnership for the benefit of the County in the amount of Original Loan #2 ("Original Note #2"), (iv) Deed of Trust with Assignment of Rents and Security Agreement dated as of September 20, 2004, executed by EBALDC in favor of the County, which was recorded on September 30, 2004, as Document Number 2004-0376349-00 and was assigned to the Prior Partnership pursuant to the Assignment Agreement ("Original Deed of Trust #1") and secures Original Loan #1, (v) Deed of Trust with Assignment of Rents and Security Agreement dated as of December 15, 2005, which was recorded on December 22, 2005, as Document Number 2005-0490147-00 ("Original Deed of Trust #2") and secures Original Loan #2, (vi) Regulatory Agreement and Declaration of Restrictive Covenants dated September 30, 2004, executed by EBALDC and the County, which

was recorded against the Property on September 30, 2004, as Instrument No. 2004-376348-00, and was assigned to the Prior Partnership pursuant to the Assignment Agreement ("Original Regulatory Agreement"), and (vii) Intercreditor Agreement entered into among EBALDC, the County, and the City of San Pablo (the "City") dated as of September 30, 2004, which was recorded against the Property on September 30, 2004, as Instrument No. 2004- 376351, as amended by that certain First Amendment to Intercreditor Agreement dated as of August 15, 2005, which was recorded on August 18, 2005, as Instrument No. 2005-0311384-00, and was assigned to the Prior Partnership pursuant to the Assignment Agreement ("Original Intercreditor Agreement").

D. Subject to the terms of this Agreement, the County is willing to consent to the Transfer and the Assignment.

E. Simultaneous with the effectiveness of this Agreement, the County and Borrower are entering into the following documents (collectively, the "Amended County Documents"): (i) First Amendment to First Amended and Restated CDBG/HOME Loan Agreement between the County and Borrower, amending the Original Loan Agreement, (ii) Promissory Note executed by Borrower for the benefit of the County in the amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846), which supersedes Original Note #1 and Original Note #2, (iii) Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, to be recorded against the Property which supersedes Original Deed of Trust #1 and Original Deed of Trust #2, (iv) Amended and Restated Intercreditor Agreement among the City, the County, and Borrower, which supersedes the Original Intercreditor Agreement, and (v) First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants between the County and Borrower to be recorded against the Property, which amends the Original Regulatory Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Representations of Prior Partnership. The Prior Partnership represents and warrants that:

a. It has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights, title, or interest in or obligations in the Original Loans or the Original Loan Documents.

b. It has received the consent of all other existing lenders on the Property to the transfer of the Property, and the assignment and assumptions contemplated by this Agreement and that such actions will not constitute a default under any of such lenders' loan documents.

c. No event has occurred and is continuing that would constitute a default and no event has occurred and is continuing that, with notice or the passage of time or both, would be an event of default under any of the Original Loan Documents.

2. Consent to Transfer of Property. Subject to Borrower's execution of the Amended County Documents in a form satisfactory to the County, the County consents to the Transfer.

3. Assignment of Original Loans.

a. Assignment. The Prior Partnership hereby assigns to Borrower all of the Prior Partnership's rights, title, and interest in and obligations under the Original Loan Documents and to the Original Loans (the "Assignment").

b. Assumption. Borrower hereby accepts the Assignment and assumes the Prior Partnership's obligation to repay the Original Loans, in accordance with the terms of the Original County Documents, as amended by the Amended County Documents.

c. County Consent. Subject to Borrower's execution of the Amended County Documents in a form satisfactory to the County, the County consents to the Assignment.

4. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

5. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

6. California Law. The laws of the State of California govern all matters arising out of this Agreement.

7. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties are executing this Agreement as of the day first above written.

PRIOR PARTNERSHIP:

GIANT DEVELOPMENT, L.P.,
a California limited partnership

By: Whistle Station, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development Corporation,
a California nonprofit public benefit corporation,
its sole member

By: _____
Capri Roth, EVP of Real Estate Development

BORROWER:

GIANT DEVELOPMENT II, LP,
a California limited partnership

By: Giant Development II, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Capri Roth, EVP of Real Estate Development

[signatures continue on following page]

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By:_____
John Kopchik
Director, Department of Conservation and Development

APPROVED AS TO FORM:

THOMAS L. GEIGER
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Sections 27383 and 27388.1

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(Giant Road)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of July 25, 2024, by Giant Development II, LP, a California limited partnership with an address of c/o East Bay Asian Local Development Corporation, 1825 San Pablo Avenue, Suite 200, Oakland, CA 94612 ("Trustor"), to Old Republic Title Company, a California corporation ("Trustee"), for the benefit of the County of Contra Costa, a political subdivision of the State of California with an address of c/o Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553 ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.6 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.5 below). Principal and other

payments are due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Intercreditor Agreement" means that certain Second Amended and Restated Intercreditor Agreement entered into by and among Trustor, Beneficiary, and the City of San Pablo dated of even date herewith and recorded concurrently herewith.

Section 1.3 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846).

Section 1.4 The term "Loan Agreement" means that certain First Amended and Restated CDBG/HOME Loan Agreement between Giant Development, L.P., a California limited partnership and Beneficiary dated December 15, 2005, as assigned to Trustor pursuant to an Assignment, Assumption, and Consent Agreement of even date herewith, and as modified by a First Amendment to First Amended and Restated CDBG/HOME Loan Agreement executed by Trustor and Beneficiary of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor the Loan.

Section 1.5 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, the Intercreditor Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.6 The term "Note" means the promissory note of even date herewith, evidencing Trustor's obligation to repay Beneficiary the Loan, executed by Trustor in favor of Beneficiary, as it may be amended or restated in the amount of the Loan, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.7 The term "Principal" means the amounts required to be paid under the Note.

Section 1.8 The term "Regulatory Agreement" means that certain Regulatory Agreement and Declaration of Restrictive Covenants by and between East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation and Beneficiary dated September 30, 2004, and recorded against the Property on September 30, 2004 as Instrument No. 2004-376348-00, as assigned pursuant to an Assignment and Assumption Agreement recorded December 22, 2005 as Instrument Number 12005-0490146-000, as assigned to Trustor pursuant to an Assignment, Assumption, and Consent Agreement of even date herewith, and as amended by a First Amendment to Regulatory Agreement by and between Trustor and Beneficiary, dated of even date herewith and recorded concurrently herewith.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the

Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents

payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by

Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be

in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.9 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the

reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform

any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such

receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary

allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Trustor is to be addressed to:

Giant Development II, LP
c/o East Bay Asian Local Development Corporation
1825 San Pablo Avenue, Suite 200
Oakland, CA 94612
Attention: Chief Executive Officer

With a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first

paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable,

the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

[signature on following page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

GIANT DEVELOPMENT II, LP,
a California limited partnership

By: Giant Development II, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development Corporation,
a California nonprofit public benefit corporation
its manager

By:_____
Capri Roth, EVP of Real Estate Development

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real Property situated in the County of Contra Costa, City of San Pablo, State of California, and described as follows:

PARCEL ONE:
All that real property being a portion of Parcel A as shown on the Parcel Map M.S. No. 777-86, filed April 7,1986 in Book 122 of Parcel Maps at Page 7, located in the City of San Pablo, County of Contra Costa, State of California, more particularly described as follows:

Beginning at the Northwest corner of said Parcel A, said point being on the Easterly boundary of the road right of way known as Giant Road (County Road No. 21); thence along said Easterly boundary of Giant Road, South 12° 25' 00" West a distance of 363.51 feet;

Thence South 77° 35' 00" East a distance of 314.00 feet;

Thence North 12° 25' 00" East a distance of 273.74 feet;

Thence South 77° 35' 00" East a distance of 26.00 feet;

Thence North 12° 25' 00" East a distance of 89.77 feet;

Thence North 77° 35' 00" West a distance of 340.00 feet; to the point of beginning.

Also being Lot 1, as shown on the Lot Line Adjustment Plat attached to that certain "Certificate of Compliance for Lot Line Adjustment LLA 04-35" recorded August 5, 2004 as instrument No. 2004-302583 of Official Records which was corrected in the Correction Deed recorded September 14, 2004 as Instrument No. 2004- 353917 of Official Records.

PARCEL TWO:

Non-exclusive easements for access, drainage and utilities, created as an appurtenance to Parcel One above in the "Easement and Maintenance Agreement" executed by and between Pulte Home Corporation, a Michigan Corporation and Giant Development L.P., a California limited partnership recorded April 14, 2006 as Instrument No. 2006-116461, Official Records, over, under and upon the following described land:

Being a portion of Lot "J" as said Lot is shown on that certain Map entitled "Subdivision No. 8921, for Condominium purposes, Devon Square in the City of San Pablo", filed February 1, 2006 in Book 487 of Maps at Pages 7 to 10, inclusive, of Official Records of Contra Costa County, more particularly described as follows:

Beginning at a point on the mostly Westerly line of said Subdivision No. 8921, being the Southerly terminus of the line shown as "North 12° 25' 00" East, 273.74" on the last said Map;

Thence from said point of beginning, along the last said mostly Westerly line, North 12° 25' 00" East, 273.74 feet to a point on the Northerly line of the last said Subdivision;

Thence along the last said Northerly line, South 77° 35' 00" East, 24.00 feet;

Thence leaving the last said Northerly line, along the mostly Easterly line of said Lot J and its Northerly production, South 12° 25' 00" West, 127.75 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 23.00 feet to a point on the last said mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J, South 12° 25' 00" West, 0.50 feet to a point on a nontangent curve concave to the Southeast having a radial which bears North 12° 25' 00" East, a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Westerly, Southwesterly and Southerly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 88.98 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 2.85 feet to a point on the mostly Northerly line of the right of way of Lake Street as said street is shown on the last said Subdivision No. 8921 and being also a non-tangent curve, concave to the South, having a radial which bears North 21° 45' 12" East, a radius of 25.25 feet and a central angle of 9° 29' 12;

Thence Westerly along the arc of said curve, 4.28 feet;

Thence continuing along the last said right of way of Lake Street, North 77° 35' 00" West, 29.74 feet to the point of beginning.

APN: 412-060-005-3

PROMISSORY NOTE
(HOME & CDBG Loan)

$2,520,846 Martinez, California
July 25, 2024

FOR VALUE RECEIVED, the undersigned Giant Development II, LP, a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846) (the "Loan") plus interest thereon pursuant to Section 2 below.

This promissory note ("Note") replaces in their entirety the following promissory notes: (i) the promissory note dated September 30, 2004 executed by East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation for the benefit of Holder, evidencing the obligation to pay Six Hundred Thousand Dollars ($600,000) of HOME Funds and Six Hundred Thousand Dollars ($600,000) of CDBG Funds, which obligation was assumed by the Prior Partnership in September 2004; and (ii) the promissory note dated December 15, 2005 executed by the Prior Partnership for the benefit of Holder, evidencing the obligation to pay Five Hundred Thousand Dollars ($500,000) of HOME Funds (collectively, the "Original Notes"). All disbursements under the Original Notes will be deemed to be disbursed under this Note. Upon execution of this Note by Borrower, the Original Notes will automatically terminate and will be returned to the Prior Partnership by the Holder.

All capitalized terms used but not defined in this Note have the meanings set forth in the First Amended and Restated CDBG/HOME Loan Agreement between the Prior Partnership and Holder dated December 15, 2005, as assigned to Borrower pursuant to an Assignment, Assumption, and Consent Agreement of even date herewith, and as modified by a First Amendment to First Amended and Restated CDBG/HOME Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846) with interest for the funds loaned to Borrower by Holder pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Loan bears interest from the date of this Note at 4.61% compounding annually, until full repayment of the outstanding balance of the Loan. It is the intent that the interest rate stated in this Section 2(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of this Note.

(b) If a Default occurs, interest will accrue on all amounts due under this Note at the lesser of the maximum rate permitted by law and ten percent (10%) per annum until the Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.7 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-seventh (57^{th}) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.8 of the Loan Agreement, which Section 2.8 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Default; Acceleration.

(a) Upon the occurrence of a Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of a Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

GIANT DEVELOPMENT II, LP,
a California limited partnership

By: Giant Development II, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development Corporation,
a California nonprofit public benefit corporation
its manager

By:_____
Capri Roth, EVP of Real Estate Development

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

SECOND AMENDED AND RESTATED INTERCREDITOR AGREEMENT

(Giant Road)

This Second Amended and Restated Intercreditor Agreement (the "Agreement") is dated July 25, 2024, and is among the City of San Pablo, a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Giant Development II, LP, a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. Borrower is acquiring from Giant Development, L.P., a California limited partnership (the "Prior Partnership") that certain real property located at 2832 Giant Road, in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). The Property is improved with an eighty-six (86) unit affordable housing development, 84 of which are for rental to extremely low, very low and low income households, and two manager's units (the "Development"). The Development, as well as all landscaping, roads, and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

C. The County previously provided the Prior Partnership the following loans: (i) a loan in the amount of One Million Two Hundred Thousand Dollars ($1,200,000), funded with Six Hundred Thousand Dollars ($600,000) of HOME Funds and Six Hundred Thousand Dollars ($600,000) of CDBG Funds, and (ii) a loan in the amount of Five Hundred Thousand Dollars ($500,000) of HOME Funds, (collectively, the "County Original Loans.")

D. In support of the rehabilitation of the Improvements, the County has agreed to consent to the assignment of the County Original Loans to Borrower and restructure the County Original Loans such that the principal amount is Two Million Five Hundred Twenty Thousand

Eight Hundred Forty-Six Dollars ($2,520,846) which amount represents the original principal amount of the County Original Loans, plus interest accrued on the County Original Loans as of the date of this Agreement (the "Restructured County Loan").

E. The Restructured County Loan is evidenced by the following documents (among others): (i) a First Amended and Restated CDBG/HOME Loan Agreement between the Prior Partnership and the County dated December 15, 2005, as assigned to Borrower pursuant to an Assignment, Assumption, and Consent Agreement of even date herewith, and as modified by a First Amendment to First Amended and Restated CDBG/HOME Loan Agreement executed by Borrower and the County of even date herewith (the "County Loan Agreement"); (ii) a Promissory Note dated of even date herewith, executed by Borrower for the benefit of the County in the amount of the Restructured County Loan (the "County Note"); and (iii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated of even date herewith among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, recorded against the Property concurrently herewith (the "County Deed of Trust").

F. The City previously provided the Prior Partnership the following loans: (i) a loan in the amount of Five Hundred Thousand Dollars ($500,000), and (ii) a loan in the amount of One Million Two Hundred Thousand Dollars ($1,200,000), collectively, the "City Original Loans."

G. In support of the rehabilitation of the Improvements, the City has agreed to consent to the assignment of the City Original Loans to Borrower and restructure the City Original Loans; the sum of One Million Five Hundred Forty-Nine Thousand Dollars ($1,549,164) represents the current principal balance of the City Original Loans as of the date of this Agreement (the "Restructured City Loan").

H. The Restructured City Loan is evidenced by the following documents (among others): (i) that certain Promissory Note executed by Borrower for the benefit of the City in the amount of the Restructured City Loan (the "City Note"); and (iii) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing among Borrower, as trustor, Old Republic Title Company, as trustee, and the City, as beneficiary, recorded against the Property concurrently herewith (the "City Deed of Trust").

I. East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation ("EBALDC"), the City and the County previously entered into an Intercreditor Agreement dated as of September 30, 2004, and recorded against the Property on September 30, 2004 as Instrument No. 2004- 376351, as amended by that certain First Amendment to Intercreditor Agreement dated as of August 15, 2005, and recorded on August 18, 2005, as Instrument No. 2005-0311384-00, and as assigned to the Prior Partnership pursuant to an Assignment and Assumption Agreement recorded December 22, 2005 as Instrument Number 12005-0490146-000, and as amended and restated by an Amended and Restated Intercreditor Agreement recorded on September 11, 2009, as Instrument Number 2009-0216915-00 (the "Original Intercreditor Agreement"). This Agreement amends and restates in its entirety the Original Intercreditor Agreement.

J. The City and the County desire to cause the City Deed of Trust and the County Deed of Trust (together, the "Deeds of Trust") to be equal in lien priority. The City and the County also desire to divide (i) the proceeds of any foreclosure, condemnation or insurance claim, and (ii) the Lenders' Share of Residual Receipts and the Local Lenders' Share of Residual Receipts, as described herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:

(a) "Annual City Loan Payment" has the meaning in Section 2(b)(iii).

(b) "Annual County Loan Payment" has the meaning in Section 2(a)(iii).

(c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

i. property taxes and assessments imposed on the Development;

ii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Bank Construction Loan or Bank Permanent Loan;

iii. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;

iv. fees paid to the Issuer;

v. payment to HCD of a portion of the accrued interest on the HCD LPR Loan pursuant to California Code of Regulations, Title 25, Section 7308;

vi. property management fees and reimbursements, on–site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;

vii. the Partnership/Asset Fee;

viii. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;

ix. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

x. utility services not paid for directly by tenants, including water, sewer, and trash collection;

xi. maintenance and repair expenses and services;

xii. any annual license or certificate of occupancy fees required for operation of the Development;

xiii. security services;

xiv. advertising and marketing;

xv. cash deposited into the replacement reserve account annually in the amount of Five Hundred Dollars ($500) per unit;

xvi. cash deposited into the operating reserve account to maintain the amount of six months of Operating Expenses (excluding amounts deposited to initially capitalize the account);

xvii. payment of any previously unpaid portion of Priority Portion of Developer Fee (without interest);

xviii. extraordinary operating costs specifically approved in writing by the County and the City; and

xix. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County and the City for the purpose of financing the acquisition of the Property and the rehabilitation of the Improvements in addition to the Restructured County Loan and the Restructured City Loan:

i. Multi-family housing revenue tax-exempt note in the approximate amount of Thirty-Three Million Five Hundred Fifty-Three Thousand One Hundred Eleven Dollars ($33,553,111) issued by the California Municipal Finance Authority (the "Issuer") and loaned to Borrower by the Bank (the "Bank Construction Loan") which will convert to a permanent loan in the approximate amount of Six Million Seventeen Thousand Dollars ($6,017,000) (the "Bank Permanent Loan");

ii. An assumed and restructured loan from the California Department of Housing and Community Development ("HCD") in the approximate amount of Eight Million

Four Hundred Sixty-Three Thousand Five Hundred Two Dollars ($8,463,502) (the "HCD LPR Loan");

iii. A seller carry-back loan from the Prior Partnership in the approximate amount of Eleven Million Five Hundred Fifty-Eight Thousand Two Hundred Forty-Three Dollars ($11,558,243) (the "Seller Loan");

iv. A loan from EBALDC in the approximate amount of Six Million Seven Hundred Thousand Dollars ($6,700,000) (the "Sponsor Loan");

v. Low Income Housing Tax Credit investor equity funds in the approximate amount of Twenty-Five Million Nine Hundred Eight Thousand Three Hundred Eight-Nine Dollars ($25,908,389) provided by the Investor Limited Partner; and

vi. capital contribution from Borrower's general partner in the approximate amount of Two Million One Hundred Sixty-Six Thousand Three Hundred Seventy-Nine Dollar ($2,166,379) comprised of $500,000 in reserves, $1,666,279 in Community Project Funding, and $100 in general partner funds.

(e) "Bank" means Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company, and its successors and assigns.

(f) "Bank Construction Loan" has the meaning set forth in Section 1.1(d)(i).

(g) "Bank Permanent Loan" has the meaning set forth in Section 1.1(d)(i).

(h) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(i) "Borrower's Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(j) "Cash Developer Fee" means the Two Million Dollar ($2,000,000) portion of Developer Fee paid from development sources prior to Permanent Conversion.

(k) "CDBG Funds" means Community Development Block Grant Program funds received by the County from HUD under Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended.

(l) "City" has the meaning set forth in the first paragraph of this Agreement.

(m) "City Additional Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan by the sum of the Restructured County Loan and the Restructured City Loan.

(n) "City Deed of Trust" has the meaning set forth in Paragraph H of the Recitals.

(o) "City Loan Agreement" has the meaning set forth in Paragraph H of the Recitals.

(p) "City Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan by the sum of (i) the Restructured County Loan, (ii) the Restructured City Loan, and (iii) the HCD LPR Loan.

(q) "City Note" has the meaning set forth in Paragraph H of the Recitals.

(r) "City Original Loans" has the meaning set forth in Paragraph F of the Recitals.

(s) "County" has the meaning set forth in the first paragraph of this Agreement.

(t) "County Additional Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured County Loan by the sum of the Restructured County Loan and the Restructured City Loan.

(u) "County Deed of Trust" has the meaning set forth in Paragraph E of the Recitals.

(v) "County Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(w) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured County Loan by the sum of (i) the Restructured County Loan, (ii) the Restructured City Loan, and (iii) the HCD LPR Loan.

(x) "County Note" has the meaning set forth in Paragraph E of the Recitals.

(y) "County Original Loans" has the meaning set forth in Paragraph C of the Recitals.

(z) "Deeds of Trust" has the meaning set forth in Paragraph J of the Recitals.

(aa) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(bb) "Deferred Portion of Developer Fee" means that portion of the Developer Fee remaining after payment of the Cash Developer Fee and the Priority Portion of Developer Fee, which amount may not exceed Two Million Two Hundred Twenty-Six Thousand Nine Hundred Seventeen Dollar ($2,226,917).

(cc) "Developer Fee" means the maximum cumulative fee that may be paid to any entity or entities providing development services to the Development, whether paid up front out of development sources or on a deferred basis, not to exceed Four Million Seven Hundred Twenty-Six Thousand Nine Hundred Seventeen Dollars ($4,726,917).

(dd) "Development" has the meaning set forth in Paragraph B of the Recitals.

(ee) "EBALDC" has the meaning set forth in Paragraph I of the Recitals.

(ff) "Enforcing Party" has the meaning set forth in Section 6(b).

(gg) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(hh) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a party to this Agreement in connection with such foreclosure or other action.

(ii) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

i. all rents, fees and charges paid by tenants;

ii. Section 8 payments and other rental or operating subsidy payments received for the dwelling units;

iii. deposits forfeited by tenants;

iv. all cancellation fees;

v. price index adjustments and any other rental adjustments to leases or rental agreements;

vi. net proceeds from vending and laundry room machines;

vii. the proceeds of business interruption or similar insurance not paid to senior lenders;

viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and

ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(jj) "HCD" has the meaning set forth in Section 1(d)(ii).

(kk) "HCD LPR Loan" has the meaning set forth in Section 1.1(d)(ii).

(ll) "HOME Funds" means Home Investment Partnerships Act funds received by the County from HUD pursuant to the Cranston-Gonzales National Housing Act of 1990.

(mm) "HUD" means the United States Department of Housing and Urban Development.

(nn) "Improvements" has the meaning set forth in Paragraph B of the Recitals.

(oo) "Investor Limited Partner" means Wincopin Circle LLLP, and its permitted successors and assigns.

(pp) "Issuer" has the meaning set forth in Section 1.1(d)(i).

(qq) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(rr) "Local Lenders'" means the County and the City.

(ss) "Local Lenders' Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(tt) "Original Intercreditor Agreement" has the meaning set forth in Paragraph I of the Recitals.

(uu) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.

(vv) "Partnership/Asset Fee" means: (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner of Borrower during the Fifteen Year Compliance Period, which amount is not to exceed Thirty-Nine Thousand Five Hundred Four Dollars ($39,504) per year in the aggregate, increasing by 3.5% annually, provided that unpaid Partnership/Asset Fees may accrue for a period not to exceed three (3) fiscal years following the year during which they are earned; and (ii) after the expiration of the Fifteen Year Compliance Period, asset management fees payable to the partners of Borrower, in the amounts approved by the County.

(ww) "Permanent Conversion" means the date that the Bank Construction Loan converts to the Bank Permanent Loan.

(xx) "Priority Portion of Developer Fee" means a portion of the Developer Fee that is equal to the Five Hundred Thousand Dollar ($500,000) and is paid as an Annual Operating Expense.

(yy) "Prior Partnership" has the meaning set forth in Paragraph B of the Recitals.

(zz) "Property" has the meaning set forth in Paragraph B of the Recitals.

(aaa) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(bbb) "Restructured City Loan" has the meaning set forth in Paragraph G of the Recitals.

(ccc) "Restructured County Loan" has the meaning set forth in Paragraph D of the Recitals.

(ddd) "Seller Loan" has the meaning set forth in Section 1.1(d)(iii).

(eee) "Sponsor Loan" has the meaning set forth in Section 1.1(d)(iv).

(fff) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(ggg) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-seventh (57th) anniversary of the date of this Agreement.

2. Annual Payments to County and City.

(a) Restructured County Loan.

i. Initial County Loan Repayment. Commencing on May 1, 2027, and on May 1 of each year thereafter during the Term, until One Million Dollars ($1,000,000) of the Deferred Portion of Developer Fee has been paid, Borrower shall make a loan payment to the County of the Restructured County Loan in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts.

ii. Subsequent County Loan Repayment. Commencing on May 1 of each year of the Term after the year in which One Million Dollars ($1,000,000) of the Deferred Portion of Developer Fee has been paid, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment to the County of the Restructured County Loan in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) County Additional Prorata Percentage of the Local Lenders' Share of Residual Receipts.

iii. Annual Payment. Each payment received by the County is termed an "Annual County Loan Payment". The County shall apply all Annual County Loan Payments to the Restructured County Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

iv. Loan Documents. Borrower shall repay the Restructured County Loan pursuant to the terms of the County Loan Agreement and the County Note. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Note if such amendment or waiver could reasonably be deemed to materially adversely affect the City,

without the City's prior written approval, which the City may withhold in its sole discretion.

(b) Restructured City Loan.

i. Initial City Loan Repayment. Commencing on May 1, 2027, and on May 1 of each year thereafter during the Term until One Million Dollars ($1,000,000) of the Deferred Portion of Developer Fee has been paid, Borrower shall make a loan payment to the City of the Restructured City Loan in an amount equal to the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts.

ii. Subsequent City Loan Repayment. Commencing on May 1 of each year of the Term after the year in which One Million Dollars ($1,000,000) of the Deferred Portion of Developer Fee has been paid, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment to the City of the Restructured City Loan in an amount equal to the sum of (1) the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts, and (2) the City Additional Prorata Percentage of the Local Lenders' Share of Residual Receipts.

iii. Annual Payment. Each payment received by the City is termed an "Annual City Loan Payment". The City shall apply all Annual City Loan Payments to the Restructured City Loan as follows: (1) first, to accrued interest, if any, and (2) second, to principal for the Restructured City Loan.

iv. Loan Documents. Borrower shall repay the Restructured City Loan pursuant to the terms of the City Loan Agreement and the City Note. In the event of any conflict between the repayment terms of the City Loan Agreement, City Note and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City Loan Agreement or the City Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Repayment of Sponsor Loan, Seller Loan and Deferred Portion of Developer Fee.

(a) Sponsor Loan and Seller Loan. The Sponsor Loan and the Seller Loan may only be repaid from Borrower's Share of Residual Receipts.

(b) Deferred Portion of Developer Fee.

i. Up to One Million Dollars ($1,000,000) of the Deferred Portion of Developer Fee may be paid from the Local Lenders' Share of Residual Receipts and Borrower's Share of Residual Receipts.

ii. Any remaining portion of the Deferred Portion of Developer Fee may only be paid from Borrower's Share of Residual Receipts.

4. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual City Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1 2026, and ends on December 31 of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 11 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient

amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) $2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

5. Deeds of Trust. Notwithstanding the fact that the City Deed of Trust or the County Deed of Trust may be recorded prior to the other, the Deeds of Trust are equal in lien priority.

6. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the Restructured City Loan and the Restructured County Loan.

(b) Neither the City nor the may make a demand for payment from Borrower or accelerate the City Note or the County Note, as the case may be, or commence enforcement of any of the rights and remedies under the City Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the party enforcing its rights (the "Enforcing Party") to the other party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing party is requesting the other party's assistance in foreclosure pursuant to Section 7.

7. Cooperation in Foreclosure.

(a) If there is a default under Restructured City Loan and/or Restructured County Loan, after expiration of any applicable cure periods, the party who is the lender on the defaulted loan shall cooperate with the other lender that is a party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted to the other party by a deed of trust secured by the Property. Notwithstanding any failure of a party to perfect its lien on the Property or any other defect in the security interests or obligations owing to such party, the priority and rights as between the lenders that are parties to this Agreement are as set forth in this Agreement.

8. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under one or both of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the City Additional Prorata Percentage by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Additional Prorata Percentage by the Foreclosure Net Proceeds.

9. Insurance and Condemnation Proceeds. If, as a result of having made the Restructured City Loan and the Restructured County Loan, the City and County are entitled to

insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled to the result obtained by multiplying the City Additional Prorata Percentage by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Additional Prorata Percentage by the available proceeds.

10. Title to Property. If, as a result of having made the Restructured City Loan and the Restructured County Loan, either the City or the County is entitled to title to the Property as a consequence of Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

11. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

City: City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806
Attn: City Manager

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Assistant Deputy Director

Borrower: Giant Development II, LP
c/o East Bay Asian Local Development Corporation
1825 San Pablo Avenue, Suite 200
Oakland, CA 94612
Attention: Chief Executive Officer

With a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

12. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

13. California Law. This Agreement is governed by the laws of the State of California.

14. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof.

16. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

17. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the parties.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BORROWER:

GIANT DEVELOPMENT II, LP,
a California limited partnership

By: Giant Development II, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation, its manager

By: _____
Capri Roth, EVP of Real Estate Development

APPROVED AS TO FORM:

THOMAS L. GEIGER
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and Development

Signatures continue on following page

APPROVED AS TO FORM:

By: _____
_____,
City Attorney

CITY:

CITY OF SAN PABLO, a municipal corporation

By: _____
_____, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real Property situated in the County of Contra Costa, City of San Pablo, State of California, and described as follows:

PARCEL ONE:
All that real property being a portion of Parcel A as shown on the Parcel Map M.S. No. 777-86, filed April 7,1986 in Book 122 of Parcel Maps at Page 7, located in the City of San Pablo, County of Contra Costa, State of California, more particularly described as follows:

Beginning at the Northwest corner of said Parcel A, said point being on the Easterly boundary of the road right of way known as Giant Road (County Road No. 21); thence along said Easterly boundary of Giant Road, South 12° 25' 00" West a distance of 363.51 feet;

Thence South 77° 35' 00" East a distance of 314.00 feet;

Thence North 12° 25' 00" East a distance of 273.74 feet;

Thence South 77° 35' 00" East a distance of 26.00 feet;

Thence North 12° 25' 00" East a distance of 89.77 feet;

Thence North 77° 35' 00" West a distance of 340.00 feet; to the point of beginning.

Also being Lot 1, as shown on the Lot Line Adjustment Plat attached to that certain "Certificate of Compliance for Lot Line Adjustment LLA 04-35" recorded August 5, 2004 as instrument No. 2004-302583 of Official Records which was corrected in the Correction Deed recorded September 14, 2004 as Instrument No. 2004- 353917 of Official Records.

PARCEL TWO:

Non-exclusive easements for access, drainage and utilities, created as an appurtenance to Parcel One above in the "Easement and Maintenance Agreement" executed by and between Pulte Home Corporation, a Michigan Corporation and Giant Development L.P., a California limited partnership recorded April 14, 2006 as Instrument No. 2006-116461, Official Records, over, under and upon the following described land:

Being a portion of Lot "J" as said Lot is shown on that certain Map entitled "Subdivision No. 8921, for Condominium purposes, Devon Square in the City of San Pablo", filed February 1, 2006 in Book 487 of Maps at Pages 7 to 10, inclusive, of Official Records of Contra Costa County, more particularly described as follows:

Beginning at a point on the mostly Westerly line of said Subdivision No. 8921, being the Southerly terminus of the line shown as "North 12° 25' 00" East, 273.74" on the last said Map;

Thence from said point of beginning, along the last said mostly Westerly line, North 12° 25' 00" East, 273.74 feet to a point on the Northerly line of the last said Subdivision;

Thence along the last said Northerly line, South 77° 35' 00" East, 24.00 feet;

Thence leaving the last said Northerly line, along the mostly Easterly line of said Lot J and its Northerly production, South 12° 25' 00" West, 127.75 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 23.00 feet to a point on the last said mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J, South 12° 25' 00" West, 0.50 feet to a point on a nontangent curve concave to the Southeast having a radial which bears North 12° 25' 00" East, a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Westerly, Southwesterly and Southerly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 88.98 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 2.85 feet to a point on the mostly Northerly line of the right of way of Lake Street as said street is shown on the last said Subdivision No. 8921 and being also a non-tangent curve, concave to the South, having a radial which bears North 21° 45' 12" East, a radius of 25.25 feet and a central angle of 9° 29' 12;

Thence Westerly along the arc of said curve, 4.28 feet;

Thence continuing along the last said right of way of Lake Street, North 77° 35' 00" West, 29.74 feet to the point of beginning.

APN: 412-060-005-3

FIRST AMENDMENT TO
FIRST AMENDED AND RESTATED CDBG/HOME LOAN AGREEMENT
(Giant Road)

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED CDBG/HOME LOAN AGREEMENT (the "First Amendment") is dated July 25, 2024, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Giant Development II, LP, a California limited partnership ("Borrower").

RECITALS

A. The County and Giant Development, L.P., a California limited partnership (the "Prior Partnership") are parties to a First Amended and Restated CDBG/HOME Loan Agreement dated as of December 15, 2005 (the "Loan Agreement"). The Loan Agreement governs (i) a loan in the amount of Six Hundred Thousand Dollars ($600,000) of Home Investment Partnerships Act funds ("HOME Funds") the County made to the Prior Partnership in September 2004, (ii) a loan in the amount of Six Hundred Thousand Dollars ($600,000) of Community Development Block Grant Program funds the County made to the Prior Partnership in September 2004, and (iii) a loan in the amount of Five Hundred Thousand Dollars ($500,000) of HOME Funds the County made to the Prior Partnership in August 2005, collectively, the "County Original Loans."

B. The County Original Loans were used by the Prior Partnership to purchase the real property located at 2832 Giant Road, in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"), and to construct the Development on the Property. The "Development" consists of an 86-unit apartment complex, 84 of which are for rental to extremely low, very low- and low-income households, and two of which are manager's units. The Development, as well as all landscaping, roads, and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

C. Simultaneous with the effectiveness of this First Amendment, Borrower is acquiring the Property from the Prior Partnership, and entering into an Assignment, Assumption, and Consent Agreement of even date herewith with the Prior Partnership and the County under which (i) the Prior Partnership is assigning the County Original Loans to Borrower, (ii) Borrower is assuming the County Original Loans from the Prior Partnership, and (iii) the County is consenting to the assignment and assumption of the County Original Loans. Borrower intends to rehabilitate the Development by refinancing all outstanding debt that is secured by the Property and borrowing additional funds.

D. In support of the rehabilitation of the Development, the County has consented not only to the assignment of the County Original Loans but to restructure the County Original Loans. Through this First Amendment, the County Original Loans are being restructured to have (i) a principal amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846) (the "Loan"), which is equal to the original principal amount of the County Original Loans plus interest accrued as of the date of this First Amendment, and (ii) a repayment term that extends through July 25, 2081.

E. The parties' obligations with respect to the Loan are evidenced by the following documents, all of which are dated of even date herewith and which, together with this First Amendment, are the "County Amended Documents": (i) First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants between the County and Borrower (the "Amendment to Regulatory Agreement"); (ii) Promissory Note executed by Borrower for the benefit of the County in the amount of the Loan; (iii) Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, to be recorded against the Property (the "Deed of Trust"); and (iv) Amended and Restated Intercreditor Agreement among the City of San Pablo, Borrower, and the County to be recorded against the Property (the "Intercreditor Agreement").

The parties therefore agree as follows:

1. **Defined Terms**. All defined terms used but not defined in this First Amendment have the meaning ascribed to them in the Loan Agreement.

2. **Agreement**. Section 1.1(c) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(c) "Agreement" means this First Amended and Restated CDBG/HOME Loan Agreement as amended by the First Amendment to First Amended and Restated CDBG/HOME Loan Agreement between the County and Borrower dated July 25, 2024."

3. **Approved Financing.** Section 1.1(f) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(f) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Property and the rehabilitation of the Improvements in addition to the Loan:

i. Multi-family housing revenue tax-exempt note in the approximate amount of Thirty-Three Million Five Hundred Fifty-Three Thousand One Hundred Eleven Dollars ($33,553,111) issued by the California Municipal Finance Authority and loaned to Borrower by Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company (the "Bank Construction Loan") which will convert to a permanent loan in the approximate amount of Six Million Seventeen Thousand Dollars ($6,017,000) (the "Bank Permanent Loan");

ii. An assumed and restructured loan from the California Department of Housing and Community Development in the approximate amount of Eight Million Four Hundred Sixty-Three Thousand Five Hundred and Two Dollars ($8,463,502) (the "HCD LPR Loan");

iii. An assumed and restructured loan from the City of San Pablo in the approximate amount of One Million Five Hundred Forty-Nine Thousand Dollars ($1,549,164);

iv. A seller carry-back loan from the Prior Partnership in the approximate amount of Eleven Million Five Hundred Fifty-Eight Thousand Two Hundred Forty-Three Dollars ($11,558,243) (the "Seller Loan");

v. A loan from East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation in the approximate amount of Six Million Seven Hundred Thousand Dollars ($6,700,000) (the "Sponsor Loan");

vi. Low Income Housing Tax Credit investor equity funds in the approximate amount of Twenty-Five Million Nine Hundred Eight Three Hundred Eight-Nine Dollars ($25,908,389) provided by Borrower's limited partner; and

vii. Capital contribution from Borrower's general partner in the approximate amount of Two Million One Hundred Sixty-Six Thousand Three Hundred Seventy-Nine Dollar ($2,166,379) comprised of $500,000 in reserves, $1,666,279 in Community Project Funding, and $100 in general partner funds.

4. **Borrower** Section 1.1(h) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(h) "Borrower" means Giant Development II, LP, a California limited partnership."

5. **Deed of Trust** Section 1.1(o) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(o) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated July 25, 2024 among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, recorded against the Property."

6. **Intercreditor Agreement**. Section 1.1(z) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(z) "Intercreditor Agreement" means the Second Amended and Restated Intercreditor Agreement by and among Borrower, the County, and the City dated July 25, 2024, recorded against the Property."

7. **Loan**. Section 1.1(aa) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(aa) "Loan" means the loan to Borrower from the County in the amount of Two Million Five Hundred Fourteen Thousand Seven Hundred Twenty-Seven Dollars ($2,514,727)."

8. **Note**. Section 1.1(dd) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(dd) "Note" means the promissory note executed by Borrower dated July 25, 2024 in the amount of the Loan."

9. **Regulatory Agreement**. Section 1.1(hh) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(hh) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants executed by East Bay Asian Local Development Corporation and the County dated September 30, 2004, and recorded against the Property on September 30, 2004 as Instrument No. 2004-376348-00, as assigned to Giant Development, L.P., a California limited partnership pursuant to an Assignment and Assumption Agreement recorded December 22, 2005 as Instrument Number 12005-0490146-000, as amended by a First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants dated July 25, 2024 between Borrower and the County, recorded against the Property."

10. **Term**. Section 1.1(kk) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(kk) "Term" means the term of this Agreement which commenced on December 15, 2005 and terminates on July 25, 2081."

11. **Interest.** Section 2.2(a) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(a) Subject to the provisions of Subsection (b) below, the Loan bears interest from July 25, 2024 at 4.61%, compounding annually, until full repayment of the outstanding balance of the Loan. It is the intent that the interest rate stated in this Section 2(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of July 25, 2024."

12. **Repayment.** Sections 2.7(a) and (b) of the Loan Agreement are deleted in their entirety and replaced with the following:

"(a)

1. Initial County Loan Repayment. Commencing on May 1, 2027, and on May 1 of each year thereafter during the Term until One Million Dollars ($1,000,000) of the Deferred Portion of Developer Fee has been paid, Borrower shall make a loan payment to the County of the Loan in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts.

ii. Subsequent County Loan Repayment. Commencing on May 1 of each year of the Term after the year in which One Million Dollars ($1,000,000) of the Deferred Portion of Developer Fee has been paid, and on May 1 of each year thereafter

during the Term, Borrower shall make a loan payment to the County of the Loan in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Additional Prorata Percentage of the Local Lenders' Share of Residual Receipts.

iii. The County will credit payments made first, to accrued interest, and second, to principal.

iv. All capitalized terms used in this Section but not defined in this Agreement have the meanings set forth in the Intercreditor Agreement.

(b) Intentionally Omitted."

13. **Limited Partner Transfers.** Section 4.14(c) of the Loan Agreement is deleted in its entirety and replaced with the following:

"(c) The County hereby approves the admission of Wincopin Circle LLLP to Borrower as a limited partner. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the limited partner capital contributions provided for in Borrower's partnership agreement; and (ii) in subsequent Transfers, the initial limited partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner."

14. **Notices**. Section 7.9 of the Loan Agreement is deleted in its entirety and replaced with the following:

"Section 7.9 Notices.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

(1) if intended for the County is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Borrower is to be addressed to:

Giant Development II, LP
c/o East Bay Asian Local Development Corporation
1825 San Pablo Avenue, Suite 200

Oakland, CA 94612
Attention: Chief Executive Officer

With a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attn: Asset Management

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable)."

15. **Rehabilitation of the Development**. All requirements in the Loan Agreement regarding the construction of the Development apply to the original construction of the Development which was completed in 2008. The County, through this First Amendment, is not imposing requirements on the rehabilitation of the Development.

16. **Subordination**. The County agrees to subordinate the Deed of Trust, the Intercreditor Agreement, and the Amendment to Regulatory Agreement to the deeds of trust and regulatory agreements to be recorded against the Property in connection with the Bank Construction Loan, Bank Permanent Loan, and the HCD LPR Loan, provided the County receives adequate notice and cure rights pursuant to a subordination agreement in a form approved by the County. The County will not subordinate the Deed of Trust, the Intercreditor Agreement, or the Amendment to Regulatory Agreement to the lien of the deeds of trust securing the Seller Loan or the Sponsor Loan.

17. **Conditions Precedent to Closing**. The County shall not be obligated to authorize closing on the Loan until the following conditions precedent have been satisfied:

a. Borrower has executed the Assignment Agreement and the County Amended Documents;

b. The Deed of Trust, the Intercreditor Agreement, and the Amendment to Regulatory Agreement have been recorded against the Property in the official records of Contra Costa County; and

c. A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing to the County an ALTA Lender's Policy of insurance

insuring the priority of the Deed of Trust in the amount of Two Million Five Hundred Twenty Thousand Eight Hundred Forty-Six Dollars ($2,520,846).

18. **Approved Development Budget**. Exhibit C to the Loan Agreement is deleted in its entirety and replaced with the Development Budget attached as Exhibit B to this First Amendment.

19. **Full Force and Effect**. Except as set forth in this First Amendment, the Loan Agreement, remains unmodified and in full force and effect.

20. **Counterparts**. This First Amendment may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties are executing this First Amendment as of the day first above written.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and Development

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

GIANT DEVELOPMENT II, LP,
a California limited partnership

By: Giant Development II, LLC,
a California limited liability company,
its general partner

By: East Bay Asian Local Development Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Capri Roth, EVP of Real Estate Development

EXHIBIT A

Legal Description of the Property

Real Property situated in the County of Contra Costa, City of San Pablo, State of California, and described as follows:

PARCEL ONE:
All that real property being a portion of Parcel A as shown on the Parcel Map M.S. No. 777-86, filed April 7,1986 in Book 122 of Parcel Maps at Page 7, located in the City of San Pablo, County of Contra Costa, State of California, more particularly described as follows:

Beginning at the Northwest corner of said Parcel A, said point being on the Easterly boundary of the road right of way known as Giant Road (County Road No. 21); thence along said Easterly boundary of Giant Road, South 12° 25' 00" West a distance of 363.51 feet;

Thence South 77° 35' 00" East a distance of 314.00 feet;

Thence North 12° 25' 00" East a distance of 273.74 feet;

Thence South 77° 35' 00" East a distance of 26.00 feet;

Thence North 12° 25' 00" East a distance of 89.77 feet;

Thence North 77° 35' 00" West a distance of 340.00 feet; to the point of beginning.

Also being Lot 1, as shown on the Lot Line Adjustment Plat attached to that certain "Certificate of Compliance for Lot Line Adjustment LLA 04-35" recorded August 5, 2004 as instrument No. 2004-302583 of Official Records which was corrected in the Correction Deed recorded September 14, 2004 as Instrument No. 2004- 353917 of Official Records.

PARCEL TWO:

Non-exclusive easements for access, drainage and utilities, created as an appurtenance to Parcel One above in the "Easement and Maintenance Agreement" executed by and between Pulte Home Corporation, a Michigan Corporation and Giant Development L.P., a California limited partnership recorded April 14, 2006 as Instrument No. 2006-116461, Official Records, over, under and upon the following described land:

Being a portion of Lot "J" as said Lot is shown on that certain Map entitled "Subdivision No. 8921, for Condominium purposes, Devon Square in the City of San Pablo", filed February 1, 2006 in Book 487 of Maps at Pages 7 to 10, inclusive, of Official Records of Contra Costa County, more particularly described as follows:

Beginning at a point on the mostly Westerly line of said Subdivision No. 8921, being the Southerly terminus of the line shown as "North 12° 25' 00" East, 273.74" on the last said Map;

Thence from said point of beginning, along the last said mostly Westerly line, North 12° 25' 00" East, 273.74 feet to a point on the Northerly line of the last said Subdivision;

Thence along the last said Northerly line, South 77° 35' 00" East, 24.00 feet;

Thence leaving the last said Northerly line, along the mostly Easterly line of said Lot J and its Northerly production, South 12° 25' 00" West, 127.75 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 23.00 feet to a point on the last said mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J;

Thence along the mostly Easterly line of said Lot J, South 12° 25' 00" West, 0.50 feet to a point on a nontangent curve concave to the Southeast having a radial which bears North 12° 25' 00" East, a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Westerly, Southwesterly and Southerly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 88.98 feet to a tangent curve, concave to the Northeast, having a radius of 10.00 feet and a central angle of 90° 00' 00";

Thence Southerly, Southeasterly and Easterly along the arc of said curve 15.71 feet;

Thence, South 12° 25' 00" West, 0.50 feet;

Thence leaving the last said mostly Easterly line of said Lot J, South 12° 25' 00" West, 2.85 feet to a point on the mostly Northerly line of the right of way of Lake Street as said street is shown on the last said Subdivision No. 8921 and being also a non-tangent curve, concave to the South, having a radial which bears North 21° 45' 12" East, a radius of 25.25 feet and a central angle of 9° 29' 12;

Thence Westerly along the arc of said curve, 4.28 feet;

Thence continuing along the last said right of way of Lake Street, North 77° 35' 00" West, 29.74 feet to the point of beginning.

APN: 412-060-005-3

EXHIBIT B

Approved Development Budget

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2418 **Agenda Date:** 8/6/2024 **Agenda #:** C.22.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Contract with UC Berkeley Labor Center to Support the Green Empowerment Zone of Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an interagency contract with the Regents of the University of California, on behalf of its UC Berkeley Institute of Research on Labor and Employment, in an amount not to exceed $2,000,000, to provide research, stakeholder engagement, technical assistance and policy recommendations to the Green Empowerment Zone to support high road clean energy manufacturing growth and jobs, for the period from August 6, 2024 through August 5, 2027, as recommended by the Green Empowerment Zone Board of Directors (100% Green Empowerment Zone funds).

FISCAL IMPACT:
This contract will be funded by State revenues received by the County to fund the activities of the Green Empowerment Zone. There will be no impact to the County General Fund.

BACKGROUND:

On September 12, 2023, the Board of Supervisors authorized an agreement with the Governor's Office of Business and Economic Development (GO-Biz) for the County to receive revenue in an amount not to exceed $5,000,000 to provide administrative and other support services for the Green Empowerment Zone for the Northern Waterfront Area of Contra Costa County (GEZ) consistent with the State legislation AB 179, the Budget Act of 2022. The GEZ Board of Directors had its first meeting on December 7, 2023. The County Department of Conservation and Development provides staff support to the GEZ.

At its meeting on December 7, 2023, the GEZ Board of Directors received a presentation from the UC Berkeley Institute of Research on Labor and Employment, also referred to as the UC Berkeley Labor Center, on its proposal of research to inform planning for the GEZ. Pursuant to the GEZ's authorizing legislation, AB844 (Grayson), the duties of the GEZ include partnering with the University of California, the California State University, community colleges, and the state's other research and educational institutions, as well as private foundations, to provide guidance, advice, and encouragement in support of studies of particular interest and importance to the energy industry in the Northern Waterfront area of the County of Contra Costa. The UC Berkeley Labor Center has refined its proposed concept to focus on developing a high road strategy for the clean energy manufacturing sector within the GEZ.

On February 16, 2024, the Green Empowerment Zone Board of Directors provided direction to staff to invite the UC Berkeley Labor Center to develop a detailed proposal and to bring a full proposal back to the Green Empowerment Zone Governing Board for consideration.

At its meeting on April 19, 2024, the GEZ Board of Directors received a presentation on the full and detailed proposal from the UC Berkeley Labor Center to provide the County and the GEZ with the following services:

1. Foundational research to shape clean energy manufacturing priorities and high road growth strategies.

2. Stakeholder engagement and technical assistance to identify opportunities to support high road clean energy manufacturing growth and identify barriers to growth.

3. Policy recommendations to support additional high road clean energy manufacturing growth in the GEZ.

The GEZ Board of Directors directed County staff to negotiate a contract with the University for this scope of services and seek approval from the Board of Supervisors to execute the contract.

The contract provides that the University will own any reports and materials prepared by the University through its work under the contract, and the County will have an irrevocable, free, but non-exclusive right to use and disseminate the reports and materials. The contract also provides for mutual indemnification whereby each party would indemnify and hold harmless the other for claims arising from their own negligence or intentional acts.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommended action in not approved, the GEZ will not have access to services from the UC Berkeley Labor Center to conduct foundational research, support stakeholder engagement and technical assistance, and to make policy recommendations to further high road clean energy manufacturing growth and jobs within the GEZ.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2419 **Agenda Date:** 8/6/2024 **Agenda #:** C.23.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: U. S. Environmental Protection Agency Community Change Grant Application

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept, if awarded, an Environmental and Climate Justice Community Change Grant (Community Change Grant) in an amount not to exceed $20 million from the U.S. Environmental Protection Agency.
2. APPROVE a Partnership Agreement between Contra Costa County and Urban Tilth as Lead Applicant and Statutory Partner, respectively, for the Community Change Grant and AUTHORIZE the Conservation and Development Director, or designee, to execute the Partnership Agreement.

FISCAL IMPACT:

There is no impact to the General Fund. This one-time grant funding will be used to implement a number of priority projects developed by community-based organizations in North Richmond, including a community resiliency center at the Urban Tilth farm. Grant funding will cover all costs for project management and administration by staff from the Department of Conservation and Development.

BACKGROUND:

The 2022 Inflation Reduction Act created the Environmental and Climate Justice Program (ECJP). Under this program, the U.S. Environmental Protection Agency (EPA) was provided $2.8 billion to award grants to help impacted communities address a wide range of environmental and climate justice issues. The Community Change Grants complement other grant programs that EPA launched as part of ECJP. Approximately $2 billion will be awarded across the country as Community Change Grants.

EPA has been accepting applications on a rolling basis since November 2023; the application window closes November 21, 2024.

The Community Change Grant program requires a partnership between community-based organizations (CBOs) and a local government, tribal government, or institution of higher education. Funds must be directed to communities that have been historically underinvested in and are overburdened by pollution (the County's draft General Plan and Climate Action Plan refer to these areas as "Impacted Communities"). Activities under the grants should fall under the following

categories:

- Climate resilience and adaptation
- Mitigation of climate and health risks from urban heat islands, extreme heat, wood heater emissions, and wildfires
- Community-led air and other pollution monitoring, prevention, and remediation
- Investments in low- and zero-emission and resilient technologies and related infrastructure
- Workforce development that supports the reduction of greenhouse gas emissions and other air pollutants
- Reducing indoor toxics and air pollution
- Facilitating the engagement of disadvantaged communities in state and federal advisory groups, workshops, rulemakings, and other public processes.

Several CBOs in North Richmond, working under the leadership of Urban Tilth, have joined together to develop a suite of projects for a Community Change Grant application. The County will work with these groups as the Lead Applicant for the project. All projects under the Community Change Grant must be completed within three years.

Projects anticipated to be included in the grant application include:

Project Sponsor	**Project Description**	**Requested Grant Funding**
Urban Tilth	Community Resilience Center	$5,500,000
Urban Tilth	Verde K-12 CalFire School Greening Project	$4,000,000
The Watershed Project	Urban Tree Canopy Project	$200,000
The Watershed Project	Youth Internship for Nature-Based Solutions for North Richmond	$300,000
Richmond LAND	North Richmond Tiny Home Ecovillage	$3,000,000
Community Housing Development Corporation	Las Deltas Housing Rehab Project	$2,086,905
Contra Costa County	Residential Energy Efficiency All-Electric Building Retrofit Rebate Programs	$1,000,000
Contra Costa County	Grant Administration	$2,000,000
Contra Costa County and/or Urban Tilth	Project Management	$1,913,095
Total		$20,000,000

Note: Project list may be modified for the final grant application.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommendations are not approved, the County will not partner with community-based organizations to apply for a U.S. EPA Community Change Grant in an amount not to exceed $20 million.

STATUTORY PARTNERSHIP AGREEMENT
between
The County of Contra Costa and
Urban Tilth

This Statutory Partnership Agreement ("Agreement") by and between the County of Contra Costa ("Lead Applicant"), and Urban Tilth, a California nonprofit corporation ("Statutory Partner") and together with Lead Applicant, (the "Partners") dated August 6, 2024, ("Effective Date") is being created to identify the roles and responsibilities of the Partners supporting the build out of the North Richmond Community Resilience Initiative (the "Project").

RECITALS

WHEREAS, the relationship between the Partners has been established and this Agreement entered into in connection with the U.S. Environmental Protection Agency's ("EPA") Environmental and Climate Justice Community Change Grants Program ("CCGP") and the related Notice of Funding Opportunity ("NOFO") requiring a Statutory Partnership Agreement for grant eligibility; and

WHEREAS, the Statutory Partner is a California Nonprofit Public Benefit Corporation and is active on the California Secretary of State's records and is authorized to exercise all its powers, rights, and privileges in California as shown on the Secretary of State Certificate of Status dated July 31, 2024, and its status on the California Office of the Attorney General Registry lists that its Registry Status is "Current – In Process;" and

WHEREAS, the Partners wish to agree to certain terms and conditions that will govern the roles and responsibilities of the Partners in connection with the Project; and

WHEREAS, Partners agree the purpose of this Agreement ("Purpose") is limited to pursuance of a Grant under the EPA's CCGP and the related NOFO and the implementation of the Project following receipt of any such Grant, and that Lead Applicant and Statutory Partner are entering into this Agreement to establish a framework for the parties to collaborate in connection with Lead Applicant seeking, obtaining, receiving, administering and implementing a Community Change Grant, to support the mission and 501(c)(3) purpose of Lead Applicant and its efforts to advance the Project in each case described further in Exhibit A, grant application.

WHEREAS, Partners intend to work together along with other collaborating partners (to be named in the CCGP Application, the "Collaborating Entities") to apply for a Community Change Grant to fund the Project.

WHEREAS, in the event that the Partners are successful in receiving a CCG Award for the Project, they intend to work together with the Collaborating Entities to reach the successful implementation of the Project within three years of the CCG Award date.

NOW, THEREFORE, in consideration of the promises set forth above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

Background

The Inflation Reduction Act ("IRA") created the CCGP. The EPA administers the CCGP pursuant to Section 138 of the Clean Air Act ("CAA"), codified at 42 U.S.C. § 7438. Under this program, EPA was provided $2.8 billion to award grants to help disadvantaged communities address a wide range of environmental and climate justice issues, and $200 million for technical assistance related to these grants. The CCGP NOFO requires entities applying for CCGP grants to enter into a Statutory Partnership Agreement, consisting of a Lead Applicant and a Statutory Partner. A Statutory Partnership agreement must meet specified criteria, as defined in Appendix B to the NOFO. The Partners have entered into this Agreement to seek a CCGP grant to deliver on the Project.

Now, therefore, in consideration of the foregoing and the mutual promises and the covenants and agreements set forth below, the Partners agree as follows:

1. **Certain Defined Terms.** As used in the Agreement, the following terms shall have the following definitions:

"Agreement" has the meaning set forth in the preamble.

"Collaborating Entity" means an eligible CBO, federally recognized tribe, local government, institution of higher education, state government, territorial government, or qualifying international organization, excluding for-profit firms, individual consultants, and commercial service providers, that receives a subaward from the Lead Applicant.

"Community-Based Nonprofit Organization" or "CBO" means a nonprofit organization that supports and/or represents a community and/or certain populations within a community through engagement, education, and other related services provided to individual community residents and community stakeholders as defined in 2 C.F.R. § 200.1.

"Environmental and Climate Justice Community Change Grants Program" means the IRA-created program to award grants to disadvantaged communities to address a wide range of environmental and climate justice issues.

"Lead Applicant" means the County of Contra Costa.

"NOFO" means EPA's Notice of Funding Opportunity issued November 21, 2023 and modified on December 21, 2023 and February 12, 2024 for the Environmental and Climate Justice Community Change Grants Program.

"Partners" has the meaning set forth in the preamble. "Project" has the meaning set forth in the preamble.

"Purpose" has the meaning set forth in the preamble.

"Statutory Partner" means Urban Tilth.

"Statutory Partnership" means a partnership between two CBOs, or between a CBO and a federally recognized tribe, local government, or an institution of higher learning.

2. **Names and Addresses of the Partners**

The names and addresses of the Partners are:

Lead Applicant:

The County of Contra Costa

Department of Conservation and Development

30 Muir Road

Martinez, CA 94553

Statutory Partner:

Urban Tilth

323 Brookside Drive

Richmond, CA 94801

3. CCGP

3.1. Lead Applicant and Statutory Partner shall abide by all applicable rules, regulations, and requirements of the CCGP. Failure of Lead Applicant or Statutory Partner to do so shall result in the termination of this Agreement, at which time Statutory Partner shall immediately repay to Lead Applicant and/or EPA all grant funds Statutory Partner received in connection with the CCGP, together with any interest or penalties that may be assessed as a result of Statutory Partner's failure to comply with applicable requirements.

3.2. Without limiting the generality of the foregoing, Lead Applicant and Statutory Partner shall abide by all federal requirements pertaining to the administration of 42 U.S.C. § 7438, as it may be amended from time to time. At the request of Lead Applicant or EPA, Statutory Partner shall certify in writing to EPA that Statutory Partner has complied in all aspects with the CCGP requirements as they relate to the Project (as defined above), and such certification shall be signed by an officer of Statutory Partner.

3.3. Lead Applicant intends to apply for a grant from the CCGP to support the Project.

3.4. Upon receipt of any grant funding, Partners agree to work in good faith to negotiate and agree on a project development agreement to further memorialize these terms in a definitive agreement establishing specific obligations, liabilities and responsibilities of the parties beyond the general principles established in this Agreement.

4. General Roles and Responsibilities

4.1. Lead Applicant. Lead Applicant shall be responsible for the receipt of federal funds from EPA and for the proper expenditure of these funds and shall bear liability for unallowable costs and responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities. This may include, but is not limited to, any of the following tasks and duties as required:

4.2. Acting as a pass-through agent to provide CCGP funds to Statutory Partner and Collaborating Entities in the form of subgrants ("Subawards");

4.3. Monitoring compliance with the CCGP and CCGP rules, including, but not limited to,

procurement in accordance with federal requirements and performance by Statutory Partner of ongoing obligations with CCGP funds in active use in the location specified by the CCGP grant agreement; and

4.4. Assisting EPA in various other administrative tasks which may be required by the CCGP.

4.5. Providing overall management of the Project, including coordinating of project activities, and working with Statutory Partner and Collaborating Entities to ensure they are meeting project milestones and budgets, and instituting corrective action if needed.

4.6. Statutory Partner. Statutory Partner shall coordinate with and support Lead Applicant as necessary to ensure compliance with requirements of the CCGP. Such coordination may include, but is not limited to, any of the following tasks:

4.6.1. Complying with any and all requirements of the CCGP;

4.6.2. Maintaining any equipment purchased with CCGP funding;

4.6.3. Providing EPA and Lead Applicant with such information and certifications about the operations, performance, and location of equipment purchased or improved with CCGP funding as may be requested from time to time.

4.6.4. Accountability to Lead Applicant for proper use of EPA funding.

4.6.5. Providing organizational experience and capacity related to performing the proposed projects or similar activities (*e.g.*, experience in managing projects and activities like those in the application).

4.6.6. Providing resources, capacity, capabilities, staff (*e.g.*, a project manager and other key personnel), expertise, qualifications, and skills to perform and manage the award activities effectively during the remaining award period.

4.6.7. Utilizing cost effectiveness of the budget in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs to the greatest extent practicable).

4.6.8. Proposing a reasonable budget and allowability of the costs for each component / activity of the Project and their approach, procedures, and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner to comply with the remaining project period limitation.

4.6.9. Creating a milestone schedule for the proposed projects including breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable.

4.6.10. Ensuring legal and financial controls are in place, and ensuring capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (*e.g.*, whistleblower protections).

4.6.11. Statutory Partner will assist Lead Applicant staff in convening and coordinating meetings, including community meetings, and project coordination and financial management

meetings, as needed.

4.6.12. Statutory Partner will also, as requested by Lead Applicant, support Collaborating Entities to ensure EPA Community Change Grant projects are completed according to their timelines and budgets, and document the achieved goals and outcomes as determined by each project's work plan.

4.6.13. Statutory Partner will assist Lead Applicant as needed in the planning, coordination, and co-facilitation of meetings, and attend project coordination and financial management meetings.

4.6.14. Statutory Partner will assist Lead Applicant in the gathering of data and reporting on grant progress as needed and final reporting of the grant and submittal of all reports before reporting deadlines.

4.6.15. If awarded, Statutory Partner will work with Lead Applicant to develop and collaboratively execute a communications plan that will share information about the EPA CCPG, and invite and support meaningful participation by residents from the project area of North Richmond.

4.6.16. Statutory Partner will work with Lead Applicant to develop a plan to continue this transformative work beyond the grant term

5. Partnership Policies on Sustainability, Equal Opportunity, and Prevailing Wage

5.1. Sustainability. Partners agree to advocate for common sense policies and initiatives that support sustainable development, environmental conservation, and community resilience at the local, regional, and state levels in order to support the goals and objectives of creating a more livable and environmentally sustainable community for all of its constituents, including those of the Lead Applicant.

5.2. Equal Opportunity. Partners shall comply with all federal and state equal opportunity-related laws, including specifically all State of California equal employment opportunity requirements.

5.3. Minority and Local Preference. To the extent permissible under Federal and State of California Law and consistent with Federal procurement requirements, the Partners agree to implement hiring and contracting practices that give preference to minority and local individuals and firms. These practices include, but are not limited to, the following:

5.3.1. Minority Preference.

5.3.1.1. The Partners shall make a concerted effort to recruit, hire, and retain employees and contractors from minority communities. This includes outreach to minority-focused community organizations, job fairs, labor unions and educational institutions.

5.3.1.2. The Partners shall provide regular reports to the Lead Applicant detailing the efforts made and the success in hiring and engaging minority individuals and firms

5.3.2. Local Preference.

5.3.2.1. The Partners shall prioritize hiring residents from the community impacted by the grant to the maximum extent feasible.

5.3.2.2. Job postings for positions and contracts related to the Project shall be advertised within the impacted community, including in community centers, local newspapers, and local online job boards.

5.3.2.3. The Partners shall collaborate with local employment agencies and workforce development programs to identify and hire qualified candidates from the impacted community.

5.4. Prevailing Wage. Partners shall pay or cause to be paid to all applicable workers employed by it or its contractors performing the work on the Project no less than the highest applicable prevailing rates of wages, as provided in the statutes and regulations applicable to public work and shall comply with any federal requirements related to prevailing wage and apprenticeship hiring that may be required in order to maximize the uptake and leverage of the Inflation Reduction Act, including Elective Pay provisions for clean energy components of the Project.

6. Dispute Resolution

6.1. To the extent any disputes arise between the Partners, the Partners agree to the following dispute escalation ladder: (i) senior representative negotiations for 30-days; (ii) mediation with an independent third-party mediator appointed by the American Arbitration Association; and (iii) only after (i) and (ii) have been exhausted, then either party may exercise its rights as afforded under applicable law.

7. Policies and Procedures for Replacing Statutory Partner

7.1. Should Lead Applicant need to replace Urban Tilth as the Statutory Partner in the Partnership, Lead Applicant will ensure the replacement Statutory Partner has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within three years. Replacement could become necessary for various reasons, including performance issues. To ensure the replacement Statutory Partner meets these requirements, Lead Applicant will form a Search Committee and review interested parties based on how well the replacement Statutory Partner will meet the criteria listed in Section 4.3.

7.2. Replacement will be completed with the prior approval by an authorized EPA official pursuant to 2 C.F.R. § 200.308(c)(6).

8. Subaward

8.1. The Partnership agrees, if the CCG Application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 C.F.R. § 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.

9. Termination

9.1. The terms and conditions of this Agreement shall remain in force and effect until the terms and conditions of any CCGP grant funding received by Statutory Partner, including, but not limited to, ongoing compliance obligations under the CCGP rules, expire.

10. Miscellaneous

10.1. Assignment. Neither this Agreement, nor any rights, nor any duties, nor any obligations described in this Agreement, shall be assigned or subcontracted by Statutory Partner without the prior written consent of Lead Applicant or EPA, which shall not be unreasonably withheld. In the event that Lead Applicant or EPA approve an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the successors and assigns of Statutory Partner.

10.2. Governing Law. This Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to matters of validity, construction, effect and performance.

10.3. Forum and Venue. All actions regarding this Agreement shall have proper forum and venue in a court of competent subject matter jurisdiction in Contra Costa County, California.

10.4. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

10.5. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

10.6. Remedies. Notwithstanding the foregoing, if and to the extent repayment of grant funds is affirmatively waived by EPA, Statutory Partner shall not be required to repay amounts covered by such a waiver

10.7. Liability of Members to Third Parties; No Fiduciary Duties; Reliance by Third-Party Creditors.

10.7.1. Except as otherwise provided, neither Partner shall be liable for any debt, obligation or liability of the other Partner.

10.7.2. The Partners hereby agree that this Agreement is not intended to, and does not, create or impose any duty except as otherwise expressly provided in this Agreement on Partners or any affiliates, officers, directors, shareholders, partners, members, agents or employees and does not establish a separate formal legal entity under applicable law.

10.7.3. This Agreement is entered into among the Partners for their exclusive benefit and the benefit of their respective successors and permitted assigns for the Purpose set forth in the Preamble. This Agreement is expressly not intended for the benefit of any creditor of either Partner that is a party to this Agreement. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Partners with respect to any contributions or otherwise.

10.8. EPA Involvement. The EPA is not a party to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its duly authorized officer or representative) as of the date first above written.

The County of Contra Costa	**Urban Tilth**
BY: _____	BY: _____
PRINT NAME: Federal Glover	PRINT NAME: Doria Robinson
TITLE: Chair, Board of Supervisors	TITLE: Executive Director
DATE: _____	DATE: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2420 **Agenda Date:** 8/6/2024 **Agenda #:** C.24.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: West County Detention Facility Accessible Room Compliance Project

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
AUTHORIZE the use of progressive design build procurement for the West County Detention Facility Accessible Room Compliance Reconfiguration (WARC) Project.

APPROVE and AUTHORIZE the County Administrator, or designee to sign a contract with Sletten Construction Company, a Montana Corporation, in an amount not to exceed $590,000 for the preconstruction phase of the WARC Project.

AUTHORIZE the County Administrator, or designee, to approve final plans, specifications and design documents necessary to implement and construct the WARC Project consisting of a minimum of 16 accessible rooms and associated ADA improvements at the West County Detention Facility.

FISCAL IMPACT:
The total cost of the WARC project is estimated at $7,000,000. With progressive design build, an initial preconstruction contract is used to design the project and establish a guaranteed maximum price (GMP) for the construction project. Once the GMP is established, County Administrator staff will return to the Board of Supervisors requesting approval for the award of a construction contract for the completion of the project and an exact budget amount for the total cost of the project. The Fiscal Year 2024-25 budget allocated $5,000,000 for the WARC project, so the cost of the preconstruction phase is fully covered.

BACKGROUND:
Located in Richmond, the West County Detention Facility (WCDF), opened in 1991, is one of three detention facilities in Contra Costa County. WCDF is a direct supervision jail designed to operate as a co-educational, program-oriented facility. The facility houses up to 1,096 inmates within the confines of five (5) separate housing units: four (4) for males, one (1) for females.

In 2023, the County updated an Access Compliance Assessment Report for WCDF, including outlining construction recommendations to further transition the facility into full compliance with both 2010 ADA Standards for Accessible Design (2010 ADAS) and current State Codes. Utilizing this report, the County has identified the highest priority upgrades for accessibility. The WCDF Accessible Room Compliance Project

(WARC) will include design and modernization to create sixteen (16) accessible cells across the existing campus along with associated improvements for accessible paths of travel and access to support services.

For this Project, the County is utilizing the Progressive Design-Build procurement method to select a single Design-Build Entity (DBE) to provide both the design and construction of the Project through a qualifications-based selection process pursuant to Public Contract Code section 22172.

In accordance with this procurement method, the County will enter into an agreement with the DBE for the Preconstruction Phase only, which includes beginning design and preconstruction activities sufficient to establish a Guaranteed Maximum Price (GMP) to finish all remaining design, preconstruction and construction activities to complete and close out the Project. Following review and negotiation of the GMP, the County, at its sole and absolute discretion, may amend the agreement awarded, if any, pursuant to this procurement to direct the DBE to complete the Project for an amount no greater than the GMP.

Request for Qualifications:

The Public Works Department released the RFQ on April 3, 2024. The RFQ release was communicated to known contractors, advertised in the Daily Builder, and published in the Contra Costa Times. It was posted to the Public Works Department Plan Room which is accessed via link on the Contra Costa County website under the Contracting Opportunities page. The RFQ also required the design-build teams to provide references from past projects. Specific questions included: quality of personnel and supervision, adherence to project schedule and budget. The County received response from one Design-Build team, Sletten Construction, and the project construction management firm Vanir Construction Management, Inc. reviewed the information submitted to determine responsiveness.

In summary, the qualifications-based evaluation included the following:

1. Evaluation of essential requirements and experience with similar projects for each DBE Team entity, including the General Contractor, Architect, Core Subcontractors and Core Subconsultants
2. Project references
3. DBE's described project approach
4. Cost information (including Hourly Rates and Preconstruction Cost)

Following evaluation of Sletten Construction's response, it was determined that Sletten's Statement of Qualifications was responsive to the County's RFQ and Sletten Construction was qualified.

Sletten Construction's fee for the Preconstruction Phase is $588,594 (breakdown as follows):

1. Complete Schematic Design: $261,703
2. Complete Design Development: $281,012
3. GMP Development: $45,879

The contractor will be required to enter into a Project Labor Agreement in connection with the services to be performed under the contract.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve the WARC project will result in the County continuing to lack adequate ADA accessible

facilities in the West County Detention Facility.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2421 **Agenda Date:** 8/6/2024 **Agenda #:** C.25.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: 10 year revocable grant of $5,000,000 to Community Youth Center (CYC)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Administrator, or designee, to sign a 10 year revocable grant, approved as to form by County Counsel, in the amount of $5,000,000 to the Community Youth Center (CYC) in Concord, CA to increase their capacity to provide youth services.

FISCAL IMPACT:
The Board of Supervisors previously approved $15,000,000 in one time Measure X funds to support the establishment of youth centers in Districts 3, 4 and 5.

BACKGROUND:
The Community Youth Center (CYC), a 501(c)3 non-profit corporation, was founded in 1995. The CYC has grown over the years to serve over 2,000 youth with a variety of sports, gymnastics, cheerleading and dance programs. They also have added academic tutoring and counseling among other support programs for the youth they serve.

They currently operate around 37,500 square feet in several facilities located around Galaxy Court in Concord, California. CYC has taken possession of a former gym location, the former Big C Athletic Club, property at the corner of Galaxy way and Galaxy Court. This new facility is twice the size, 75,000 square feet, of their current facilities and would allow for a substantial expansion of the both the number of youth served and the number and types of programs that could be offered by CYC.

In order to move into the new facility, CYC has begun construction to renovate the Big C facility for their intended use. CYC has already secured some grant funds with $2,000,000 from the State of California and $1,500,000 from the City of Concord. This grant from the County of $5,000,000 would fully fund their renovation program based on their current estimate, with any other necessary costs being borne by CYC. The estimated date of completion of construction is July, 2025 with an anticipated opening in September, 2025. CYC will continue offering services during construction in their existing facilities till the new building is open.

The 10 year revocable grant, see attached term sheet, is designed to be forgiven at 10% ($500,000) per year to insure the County gets at least 10 years of additional service delivery from the investment of one time funds. The other part of the Measure X funding that was allocated to youth centers in Districts 3, 4, and 5 was an

annual ongoing allocation of funds of $1,200,000 per youth center to support service provision. Employment and Human Services (EHSD) will administer those funds starting with a request for proposals (RFPs) for the youth service providers. CYC will be allowed to respond to those RFPs for the provision of services. CYC will coordinate with the service providers selected by EHSD, CYC and/or other selected entities, and make space available in the new facility for the selected providers to operate.

CYC estimates that they will be able to approximately double the number of youth served in their new facility, growing their numbers from 2,000 to 3,800 or more. CYC current membership costs $35 per month and they have financial aid available to all who need it. They have committed to ensuring no youth are turned away due to lack of ability to pay. In addition, all Measure X supported services will be offered at no cost to participants.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve the grant would delay the provision of youth services at a permanent location for several years. The amount of the grant would not provide access, either by purchase or renovation, of a facility of comparative size in the Concord area.

Draft Capital Grant Term Sheet

Required terms:
10 year revocable grant to enhance youth service delivery with CYC as a County partner. Initial grant of $5 million. Each year on the anniversary of the grant 10% ($500,000) will be forgiven. Grant will be secured with a Deed of Trust which will expire at the end of the grant period. If operations at CYC cease for any reason before the grant is forgiven the remaining balance is due back to the County within six months.

The new center must be open for service delivery within 18 months of grant agreement. Current CYC programing will continue through the duration of construction.

CYC to provide appropriate space for EHSD, or their identified service providers, to deliver additional services in the renovated facility at no additional cost to County.

Grant requires that a MOU with County EHSD, as a result of an RFP/RFI process, is signed and outlines the services that will be provided during the grant term.

DRAFT

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2422 **Agenda Date:** 8/6/2024 **Agenda #:** C.26.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: National Opioid Litigation Complaint and Kroger Co. Settlement

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Administrator, or designee, to execute legal documents necessary to opt-in to a settlement agreement among states, counties, and the Kroger Company in the National Prescription Opiate Litigation and receive opioid settlement funds pursuant to the Kroger State Subdivision Agreement.

FISCAL IMPACT:
The dollar amount that the County would receive as a result of opting in to the Kroger Company settlement is yet to be determined. Preliminary estimates are as follows: the State of California will be eligible to receive up to approximately $122 million over an 11-year term. The intra-state allocation will be similar to previous opioid settlements. Of the money coming into California, 15% will go to the State, 70% will go to all counties and cities as opioid abatement funds, and 15% will go to 79 entities that filed a lawsuit against Kroger Company. Attorney's Fees for Opioid Litigation counsel will be calculated when the settlement amount has been determined and allocations finalized. Attorney fees will be divided among the 37 California participating political subdivisions and municipalities.

BACKGROUND:
Over the past three years, states and counties have reached settlements with drug manufacturers, drug distributors, and pharmacy chains in the National Prescription Opiate Litigation, a series of lawsuits related to the opioid crisis. On March 22, 2024, a global settlement was reached in a lawsuit against Kroger Company, a defendant in one of the lawsuits. Contra Costa County was a party to various lawsuits related to the opioid crisis, but it is not a party to the lawsuit against Kroger. However, the terms of the Kroger Settlement permit the County to opt in and receive a portion of the settlement funds that will be distributed to the State of California. The settlement funds are required to be used for programs and related uses designed to abate the opioid crisis. To receive these funds, it is therefore recommended that the Board of Supervisors authorize the County Administrator, or designee, to opt-in to the Kroger Settlement.

CONSEQUENCE OF NEGATIVE ACTION:
If authorization to opt in to the Kroger Company global settlement agreement is not granted, Contra Costa County will not receive settlement funds pursuant to the Kroger State Subdivision Agreement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2423 **Agenda Date:** 8/6/2024 **Agenda #:** C.27.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Budget Amendment No. BDA-24-00420 to Appropriate Fund Balance for the Vehicle Theft Program Expenditures

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE Fiscal Year 2023-24 Budget Amendment No. BDA-24-00420 authorizing the transfer of fund balance in the amount of $275,460 to the Vehicle Theft Program (VTP) (0265) for additional VTP services and expenditures.

FISCAL IMPACT:

Schedule A of the FY 23-24 Adopted Budget includes $2,419,457 of VTP in obligated fund balance for the VTP. This amendment will reduce that amount by $275,460 and increase appropriations in the VTP by $275,460 to cover additional salary and operational expenses reported by the Sheriff's Office, Probation Department, and the District Attorney's Office.

BACKGROUND:

Existing law authorizes a county, upon the adoption of a resolution by its board of supervisors, to impose a specified fee, in addition to other fees imposed for the registration of a vehicle, to be expended in part to fund programs to deter, investigate, and prosecute vehicle theft crimes. Contra Costa County receives quarterly state allocations to fund such activities that combat vehicle theft in the following departments: Office of the Sheriff, Probation, and District Attorney's Office.

Revenues, which exclusively fund programs that enhance the capacity of local police and prosecutors to deter, investigate, and prosecute vehicle theft, are allocated to the VTP (Dept 0265) and expenses reported by the departments (Office of the Sheriff, Probation, and District Attorney's Office) are reimbursed by the County Administrator's Office on a quarterly basis. In prior years, these departments have underspent due to vacancies, which has resulted in the County carrying a fund balance. In support of spending down the growing fund balance for increased service needs in FY23-24, the County Administrator's Office is requesting approval to cover increased operational costs in these departments with VTP fund balance.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, necessary appropriations would not be allocated to cover the expenditures for FY23-24.

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/03/2024 : BDA-24-00420

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00420
Amendment Date	06/03/2024
Description	Description Increase expenditure allocation in GF dept 0265-2340
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)	2340:OTHER INTRDPTMNTL CHARGES	1200 GENERAL ADMINISTRATION (Home Org)	0265 VEHICLE THEFT PROGRAM	100300 GENERAL	$275,460.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9990:APPROPRIATED FUND BAL	1200 GENERAL ADMINISTRATION (Home Org)	0265 VEHICLE THEFT PROGRAM	100300 GENERAL	$0.00	$275,460.00		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	07/31/2024 03:24:24 PM	08/01/2024	Elizabeth Farrell	1	
Budget Amendment Event	Review Budget Amendment	Not Required		08/01/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/31/2024 04:27:16 PM		Lara DeLaney (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2424 **Agenda Date:** 8/6/2024 **Agenda #:** C.28.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Budget Amendment No. BDA-24-00417 to Appropriate Fund Balance for Facility Improvement Projects

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE Budget Amendment No. BDA-24-00417 authorizing the appropriation of fund balance in the amount of $199,312 and transferring expenditures for facilities improvement project expenditures at Crockett-Carquinez Fire District's (District) Station 78.

FISCAL IMPACT:

This action increases appropriations in the District (7028) by $299,312 for much needed facility repairs and partially offset by the use of fund balance reserve and underspent expenditures, as approved by the County Administrator's Office earlier in the fiscal year.

BACKGROUND:

In August of 2023, the Crockett-Carquinez Fire Chief engaged the County Administrator's Office seeking support for various facility repairs to its Station 78. Using a portion of the District's FY 2022-23 year-end fund balance of $826,036 was determined to be the most appropriate allocation for the requested expenditures.

In consideration of the fund balance amount, the most pressing upgrades and repairs were approved. The approved requests included replacing the Station's single-pane windows and necessary updates to the dormitory restrooms and showers. By year-end, the District had underspent by $100,000 in "other charges" sub-object expenditures, which will offset a portion of the facility upgrades and repairs and minimize the amount of fund balance needed. Approval of the requested appropriations will provide a budget that aligns year-end expenditures to cover the facility upgrades and repair costs.

CONSEQUENCE OF NEGATIVE ACTION:

The Crockett-Carquinez Fire District's budget will not align with the year-end expenditures.

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00417

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00417
Amendment Date	06/30/2024
Description	Balance C-C FD for salary increases and approved apparatus purchases
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)	9990:APPROPRIATED FUND BAL	1200 GENERAL ADMINISTRATION (Home Org)	7028 CROCKETT CAR FIRE PROT	202800 CROCKETT CAR FIRE PROT	$0.00	$199,312.00	Use of Fund Balance for one-time purchases	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	4953:AUTOS & TRUCKS	1200 GENERAL ADMINISTRATION (Home Org)	7028 CROCKETT CAR FIRE PROT	202800 CROCKETT CAR FIRE PROT	$1,887.00	$0.00	Mid-year vehicle purchase	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	4948:MISCELLANEOUS EQUIPMENT	1200 GENERAL ADMINISTRATION (Home Org)	7028 CROCKETT CAR FIRE PROT	202800 CROCKETT CAR FIRE PROT	$277,425.00	$0.00	Mid-year equipment purchase	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3611:INTERFUND EXP - GOV/GOV	1200 GENERAL ADMINISTRATION (Home Org)	7028 CROCKETT CAR FIRE PROT	202800 CROCKETT CAR FIRE PROT	$0.00	$100,000.00	Unrealized expenditures - offset apparatus purchase	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1011:PERMANENT SALARIES	1200 GENERAL ADMINISTRATION (Home Org)	7028 CROCKETT CAR FIRE PROT	202800 CROCKETT CAR FIRE PROT	$20,000.00	$0.00	Increase salary due to Minimum Wage increase	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Process History

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00417

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/26/2024 04:09:50 PM	07/27/2024	Enid Mendoza	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/27/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/26/2024 04:16:56 PM		Lara DeLaney (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/31/2024 05:00:32 PM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: For dept to update credits and debits
Budget Amendment Event	Budget Amendment Event	Submitted	08/01/2024 06:05:19 AM	07/27/2024	Enid Mendoza	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/27/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	08/01/2024 07:29:39 AM		Laura Strobel (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2345 **Agenda Date:** 8/6/2024 **Agenda #:** C.29.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Conflict of Interest Code of the Mt. View Sanitary District

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE amendments to the list of designated positions in Appendix A of the Mt. View Sanitary District's Conflict of Interest Code.

FISCAL IMPACT:

None.

BACKGROUND:

The Mt. View Sanitary District has amended Appendix A to its conflict of interest code and submitted the revised Appendix A, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5. The list of designated positions in Appendix A has been revised to add and delete positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code for the Mt. View Sanitary District accurately reflects its current positions and organizational structure. The changes are shown on the attached red-line version of Appendix A included as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

cc: Monica Nino, Clerk of the Board of Supervisors; Kurtis C. Keller, Deputy County Counsel; Stephanie L. Seregin, Board Secretary, Mt. View Sanitary District

RECEIVED
JUL 11 2024
By Clerk of the Board

APPENDIX "A"
ORDINANCE NO. 2024 -_____
MVSD CONFLICT OF INTEREST CODE

	POSITION	DISCLOSURE CATEGORY
(a)	Accounting and Financial Analyst	All categories
(b)	Associate/Senior Engineer	All categories
(c)	Board Secretary / Executive Assistant	All categories
(d)	CFO/Administrative Services Manager	All categories
(e)	Collections Maintenance Lead	Categories A, B, C & D
(f)	Consultant*	All categories
(g)	Director (includes President and Vice President)	All categories
(h)	District Assistant Legal Counsel	All categories
(i)	District Engineer	All categories
(j)	District Legal Counsel	All categories
(k)	General Manager	All categories
(l)	Deputy General Manager	All categories
(m)	Laboratory Analyst	Categories A, B, C & D
(n)	Plant Supervisor	Categories A, B, C & D
(o)	Public Outreach Coordinator	All categories
(p)	Wastewater Operations Manager / CPO	All categories

*The General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

RECEIVED
JUL 11 2024
By Clerk of the Board

APPENDIX "A"
ORDINANCE NO. 2024 -
MVSD CONFLICT OF INTEREST CODE

	POSITION	DISCLOSURE CATEGORY
(a)	Accounting and Financial Analyst	All categories
(b)	Associate/Senior Engineer	All categories
(c)	Board Secretary / Executive Assistant	All categories
(d)	CFO/Administrative Services Manager	All categories
(e)	Collections Maintenance Lead	Categories A, B, C & D
(f)	Consultant*	All categories
(g)	Director (includes President and Vice President)	All categories
(h)	District Assistant Legal Counsel	All categories
(i)	District Engineer	All categories
(j)	District Legal Counsel	All categories
(k)	~~District Manager~~ General Manager	All categories
(l)	~~Environmental Services Manager~~ Deputy General Manager	All categories
(m)	Laboratory Analyst	Categories A, B, C & D
(n)	Plant Supervisor	Categories A, B, C & D
(o)	Public Outreach Coordinator	All categories
(p)	Wastewater Operations Manager / CPO	All categories

*The ~~District~~ General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The ~~District~~ General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2346 **Agenda Date:** 8/6/2024 **Agenda #:** C.30.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Conflict of Interest Code for the Office of the Sheriff

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE amendments to the List of Designated Positions of the Office of the Sheriff's Conflict of Interest Code.

FISCAL IMPACT:

None.

BACKGROUND:

The Office of the Sheriff has amended the List of Designated Positions of its Conflict of Interest Code and submitted the revised List of Designated Positions, attached as Exhibit A, to the Board of Supervisors for approval pursuant to Government Code sections 87306 and 87306.5.

The List of Designated Positions has been revised to add and delete positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the Office of the Sheriff. A red-lined version of the List of Designated Positions is included as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

cc: Monica Nino, Clerk of the Board of Supervisors; Kurtis C. Keller, Deputy County Counsel; Susan Lyon, Executive Assistant to the Sheriff

RECEIVED
JUL 10 2024
By Clerk of the Board

EXHIBIT B CLEAN COPY

DESIGNATED POSITIONS

POSITION	FILING CATEGORY
Sheriff - Coroner	1 & 2
Undersheriff	1 & 2
Assistant Sheriff of Administrative Services Bureau	1 & 2
Assistant Sheriff of Custody Services Bureau	1 & 2
Assistant Sheriff of Field Operations Bureau	1 & 2
Assistant Sheriff of Support Services Bureau	1 & 2
Sheriff's Chief of Management Services	1 & 2
Departmental Fiscal Officer	1 & 2
Police Manager, City of Danville	1 & 2
Police Manager, City of Lafayette	1 & 2
Police Manager, City of Orinda	1 & 2

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JUL 10 2024
By Clerk of the Board

EXHIBIT A RED-LINE COPY

DESIGNATED POSITIONS

POSITION	FILING CATEGORY
Sheriff - Coroner	1 & 2
Undersheriff	1 & 2
Assistant Sheriff of Administrative Services Bureau	1 & 2
Assistant Sheriff of Custody Services Bureau	1 & 2
Assistant Sheriff of Field Operations Bureau	1 & 2
Assistant Sheriff of Support Services Bureau	1 & 2
Sheriff's Chief of Management Services	1 & 2
~~Commander - Management Services~~	~~1 & 2~~
Departmental Fiscal Officer	1 & 2
Police Manager, City of Danville	1 & 2
Police Manager, City of Lafayette	1 & 2
Police Manager, City of Orinda	1 & 2

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2392 **Agenda Date:** 8/6/2024 **Agenda #:** C.31.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: CFS - Agreement # 20-479-0 Contra Costa County Foster Youth Interagency Agreement

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial interagency agreement with the Foster Youth Services Coordinating Program, Executive Advisory Council stakeholders which documents how county partners work together to support the educational needs and achievement of foster youth in Contra Costa County for the period July 1, 2024 through June 30, 2029.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

This interagency agreement is a collaboration between multiple county partners representing the Foster Youth Services Coordinating Program, Executive Advisory Council including EHSD Children and Family Services, Contra Costa County Probation, Office of the Public Defender, Court Appointed Special Advocates (CASA) of Contra Costa County, Contra Costa County Office of Education (CCCOE) and the County School Districts. The agreement was developed to specify the roles and responsibilities of the participating agencies and to establish procedures for the local implementation of relevant state and federal laws supporting the educational needs and achievement of foster youth within Contra Costa County.

This Agreement contains mutual indemnification language.

CONSEQUENCE OF NEGATIVE ACTION:

Without the documented agreement amongst county partners, foster youth will experience increased barriers in accessing and receiving educational needs to help support academic achievement.

CHILDREN'S IMPACT STATEMENT:

This Agreement supports four of the five 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"; and 4) "Families that are Safe, Stable and Nurturing" by supporting the educational needs amongst county partners for foster youth.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2393 **Agenda Date:** 8/6/2024 **Agenda #:** C.32.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Approve Budget Amendment No. BDA-24-00257

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Approve Budget Amendment No. BDA-24-00257 authorizing an adjustment to Employment and Human Services Department (EHSD), Community Services Bureau (CSB)(0589) expenditure and revenue budget as part of the EHSD's FY 2023/24 Budget Rebalance (Mid-Year Adjustment).

FISCAL IMPACT:
This action is to adjust the expenditure and revenue budgets to more accurately reflect budgetary requirements for the Community Services Bureau (0589) for FY 2023/24. The increases are due to revenues from State Contracts more than previously budgeted. CSB has an increase in both the expenditure and revenue budgets of $8,637,968. There is no additional net county cost.

BACKGROUND:
The Employment and Human Services Department, as part of the FY 2023/24 budget rebalancing, has identified the need for corrections to the FY 2023/24 budget to better align the expenditure and revenue expectations for FY 2023/24.

CONSEQUENCE OF NEGATIVE ACTION:
Appropriations and estimated revenues will not be properly reflected in the FY 23/24 budget.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Children and Family Services Bureau (CFS) and Workforce Services Bureau (WFS) Department support five (5) of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 2: "Children and Youth Healthy and Preparing for Productive Adulthood," Outcome 3: "Families that are Economically Self-sufficient," and Outcome 4: "Families that are Safe, Stable, and Nurturing," Outcome 5: "Communities that are Safe and Provide a High Quality of Life for Children and Families." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children

throughout Contra Costa County.

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/18/2024 : BDA-24-00257

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00257
Amendment Date	06/18/2024
Description	CSB Mid-Year Adjustment
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)	1043:RET EXP-PRE 1997 RETIREES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$52,963.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2270:MAINTENANCE -EQUIPMENT	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$500.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1070:WORKERS COMPENSATION INS	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$33,015.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2251:COMPUTER SOFTWARE COST	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$24,216.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1019:COMP & S D I RECOVERIES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$15,636.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2132:MINOR COMPUTER EQUIPMENT	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$15,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	1015:DEFERRED COMP CTY CONTRB	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$14,475.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9432:ST AID SEOO PROGRAMS	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$5,668,460.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$398,381.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2111:TELEPHONE EXCHNGE SERVICE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$1,386.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2110:COMMUNICATIONS	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$772.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3614:DOIT PHONE EXCHANGE	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$669.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2103:POSTAGE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$8,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2200:MEMBERSHIPS	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$600.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2477:ED SUPPLIES AND COURSES	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$38,948.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2250:RENTS & LEASES -EQUIPMENT	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$867.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2467:TRAINING & REGISTRATIONS	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$1,791.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2132:MINOR COMPUTER EQUIPMENT	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$1,250.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2303:OTHER TRAVEL EMPLOYEES	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$500.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2100:OFFICE EXPENSE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$274.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2250:RENTS & LEASES -EQUIPMENT	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$256.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2251:COMPUTER SOFTWARE COST	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$30,600.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2170:HOUSEHOLD EXPENSE	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$300.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2131:MINOR FURNITURE/EQUIPMENT	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$10,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2111:TELEPHONE EXCHNGE SERVICE	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$1,811.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2110:COMMUNICATIONS	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$952.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$775,206.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1014:PERMANENT OVERTIME	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$404.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1013:TEMPORARY SALARIES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$8,839.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9421:ST AID CHILD DAY CARE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$3,243,875.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$1,036,907.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3626:INFO SECURITY CHG	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$413.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3622:GEN SVC-OTHER GS CHARGES	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$2,164.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	3619:GEN SVC-BLDG OCPNCY COSTS	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$598.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3615:DOIT DATA PROC SVCS	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$328.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3611:INTERFUND EXP - GOV/GOV	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$3,686.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3318:CHILD DAY CARE AID	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$6,459,424.00	$0.00		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	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$2,928.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2467:TRAINING & REGISTRATIONS	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$724.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2314:CONTRACTED TEMPORARY HELP	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$278.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$6,458.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2251:COMPUTER SOFTWARE COST	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$1,388.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2250:RENTS & LEASES -EQUIPMENT	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$2,460.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$395,788.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1070:WORKERS COMPENSATION INS	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$25,219.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1063:UNEMPLOYMENT INSURANCE	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$1,566.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$116,923.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$183,430.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1042:F.I.C.A.	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$58,042.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3619:GEN SVC-BLDG OCPNCY COSTS	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$1,438.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1015:DEFERRED COMP CTY CONTRB	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$14,686.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	3615:DOIT DATA PROC SVCS	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$19,563.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1013:TEMPORARY SALARIES	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$44,281.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3626:INFO SECURITY CHG	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$4,954.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3614:DOIT PHONE EXCHANGE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$440.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$863,480.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3618:DOIT OTHER TELCOM CHARGES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$353.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	4953:AUTOS & TRUCKS	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$250,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$227,748.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3626:INFO SECURITY CHG	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$3,245.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	3618:DOIT OTHER TELCOM CHARGES	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$300.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3615:DOIT DATA PROC SVCS	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$7,260.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2200:MEMBERSHIPS	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$492.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3611:INTERFUND EXP - GOV/GOV	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$1,596.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2131:MINOR FURNITURE/EQUIPMENT	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$484.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2467:TRAINING & REGISTRATIONS	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$154.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2103:POSTAGE	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$4,702.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2314:CONTRACTED TEMPORARY HELP	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$923.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2102:BOOKS-PERIODICLS-SUBSCRPT	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$8,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2303:OTHER TRAVEL EMPLOYEES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$2,876.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2100:OFFICE EXPENSE	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$3,233.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3318:CHILD DAY CARE AID	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$2,081,190.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9421:ST AID CHILD DAY CARE	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$0.00	$6,213,383.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$2,122.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1862 CAL/WORKS CAPP OPERATIONS	111600 CHILD DEVELOPMENT FUND	$739,017.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2335:OTHER TELECOM CHARGES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$656.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3620:GEN SVC-REQUESTED MNTCE	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$10,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3622:GEN SVC-OTHER GS CHARGES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$11,636.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	3619:GEN SVC-BLDG OCPNCY COSTS	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$383.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$218,068.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3611:INTERFUND EXP - GOV/GOV	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$2,234,643.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1061:RETIREE HEALTH INSURANCE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$3,492.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2490:MISC SERVICES & SUPPLIES	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$700.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$221,280.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2360:INSURANCE	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$1,173.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1063:UNEMPLOYMENT INSURANCE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$4,831.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$4,642,171.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	1042:F.I.C.A.	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$0.00	$75,619.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2301:AUTO MILEAGE EMPLOYEES	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$370.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

23-24 CSB Rebalance Spreadsheet 7.18.24.xlsx

File Name 23-24 CSB Rebalance Spreadsheet 7.18.24.xlsx
Content Type application/vnd.openxmlformats-officedocument.spreadsheetml.sheet
Updated By Christopher Dunn
Upload Date 07/18/2024 03:46:14 PM
Comment

FY 23-24 CSB Budget Rebalance TEMP-4686.docx

File Name FY 23-24 CSB Budget Rebalance TEMP-4686.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Christopher Dunn
Upload Date 07/18/2024 03:46:14 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/25/2024 10:19:40 AM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 03:03:50 PM		Erik Brown (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/11/2024 09:10:03 AM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Return for dept to make updates
Budget Amendment Event	Budget Amendment Event	Submitted	07/11/2024 09:23:20 AM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Sent Back	07/11/2024 09:44:34 AM		Arti Bhandari (Department Approver – Budget Amendment)	1	Send Back Reason from Arti Bhandari: Sent back as requested.
Budget Amendment Event	Budget Amendment Event	Submitted	07/11/2024 12:37:18 PM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Sent Back	07/18/2024 03:22:33 PM		Erik Brown (Department Approver – Budget Amendment)	1	Send Back Reason from Erik Brown: Adjustments needed
Budget Amendment Event	Budget Amendment Event	Submitted	07/18/2024 03:46:15 PM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/26/2024 03:39:40 PM		Erik Brown (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2394 **Agenda Date:** 8/6/2024 **Agenda #:** C.33.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Approve Budget Amendment No. BDA-24-00258

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Approve Budget Amendment No. BDA-24-00258 authorizing an adjustment to Employment and Human Services Department (EHSD), Workforce Development Board (WDB)(0583) and Domestic Violence Victim Assistance (Alliance) (0585) expenditure and revenue budgets as part of the EHSD's FY 2023/24 Budget Rebalance (Mid-Year Adjustment).

FISCAL IMPACT:
This action is to adjust the expenditure and revenue budgets to more accurately reflect budgetary requirements for the Workforce Development Board (0583) and Domestic Violence Victim Assistance for FY 2023/24. The increases are due to revenues from WIOA funding being more than previously budgeted and a decline in revenues for Domestic Violence Victim Assistance due to an expired grant. WDB has an increase of $1,090,403 and (Alliance) of $50,000. There is no additional net county cost.

BACKGROUND:
The Employment and Human Services Department, as part of the FY 2023/24 budget rebalancing, has identified the need for corrections to the FY 2023/24 budget to better align the expenditure and revenue expectations for FY 2023/24.

CONSEQUENCE OF NEGATIVE ACTION:
Appropriations and estimated revenues will not be properly reflected in the FY 23/24 budget.

CHILDREN'S IMPACT STATEMENT:
The Employment and Human Services Department Workforce Development Board (WDB) and Domestic Violence Victim Assistance (Alliance) bureaus support three (3) of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and Outcome 4: "Families that are Safe, Stable, and Nurturing." These

outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/18/2024 : BDA-24-00258

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00258
Amendment Date	06/18/2024
Description	Mid Year Budget Amendment
Amendment Type	Appropriation / Estimated Revenue Adjustment
Balanced Amendment	Yes
Entry Type	Mid-Year Adjustments
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5688 WIA YOUTH PROG	100300 GENERAL	$0.00	$456,381.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9966:MISC GRANTS & DONATIONS	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$0.00	$310,482.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$958,128.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5669 WORKFORCE ACCELERATOR	100300 GENERAL	$0.00	$281,750.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5667 REGIONAL TRAING ORGANIZER	100300 GENERAL	$0.00	$279,891.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$0.00	$67,224.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$0.00	$237,155.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$0.00	$317,679.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$0.00	$97,969.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5688 WIA YOUTH PROG	100300 GENERAL	$456,038.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5688 WIA YOUTH PROG	100300 GENERAL	$10,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$0.00	$67,554.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$0.00	$1,574,064.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2340:OTHER INTRDPTMNTL CHARGES	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$837,450.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$143,557.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$12,965.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5669 WORKFORCE ACCELERATOR	100300 GENERAL	$284,515.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5669 WORKFORCE ACCELERATOR	100300 GENERAL	$0.00	$2,765.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5667 REGIONAL TRAING ORGANIZER	100300 GENERAL	$131,542.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5667 REGIONAL TRAING ORGANIZER	100300 GENERAL	$148,349.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$0.00	$6,685.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$73,909.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2131:MINOR FURNITURE/EQUIPMENT	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$132,040.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$69,401.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$43,131.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2301:AUTO MILEAGE EMPLOYEES	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$2,600.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2490:MISC SERVICES & SUPPLIES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$300.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2360:INSURANCE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$1,872.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$509,714.00		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	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$78,664.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2467:TRAINING & REGISTRATIONS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$30,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2335:OTHER TELECOM CHARGES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$16,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2330:OTHER GEN SVCS CHARGES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$18,384.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2328:ADMINISTRATIVE SERVICE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$20,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2326:INFORMATION SECURITY CHG	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$1,954.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2316:DATA PROCESSING SUPPLIES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$3,500.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2315:DATA PROCESSING SERVICE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$19,661.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$574,982.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2305:FREIGHT DRAYAGE EXPRESS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$300.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2303:OTHER TRAVEL EMPLOYEES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$29,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2301:AUTO MILEAGE EMPLOYEES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$11,517.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2300:TRANSPORTATION AND TRAVEL	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$4,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2284:REQUESTED MAINTENANCE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$11,501.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2270:MAINTENANCE -EQUIPMENT	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$17,300.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2262:BLDG OCCUPANCY COSTS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$14,313.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2260:RENTS & LEASES -PROPERTY	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$5,371.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2250:RENTS & LEASES -EQUIPMENT	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$9,400.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2200:MEMBERSHIPS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$20,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	9966:MISC GRANTS & DONATIONS	5101 ADMINISTRATION (Home Org)	0585 DOM VIOLENCE VICTIM ASIST	112500 DOM VIOLENCE VICTIM ASIST	$0.00	$50,000.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2190:PUBLICATNS & LEGL NOTICES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$22,000.00		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	5101 ADMINISTRATION (Home Org)	0585 DOM VIOLENCE VICTIM ASIST	112500 DOM VIOLENCE VICTIM ASIST	$50,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2150:FOOD	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$1,491.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2111:TELEPHONE EXCHNGE SERVICE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$135.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2110:COMMUNICATIONS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$6,267.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2103:POSTAGE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$1,650.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2100:OFFICE EXPENSE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$7,115.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$10,274.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2260:RENTS & LEASES -PROPERTY	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$3,200.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2131:MINOR FURNITURE/EQUIPMENT	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$131,751.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$0.00	$200,656.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2490:MISC SERVICES & SUPPLIES	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$200.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2328:ADMINISTRATIVE SERVICE	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$7,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2251:COMPUTER SOFTWARE COST	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$650.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2190:PUBLICATNS & LEGL NOTICES	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$150.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2150:FOOD	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$16,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2100:OFFICE EXPENSE	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$22,444.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2131:MINOR FURNITURE/EQUIPMENT	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$78,492.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$163,172.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$119,384.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$0.00	$33,333.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$35,969.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2303:OTHER TRAVEL EMPLOYEES	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$2,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2200:MEMBERSHIPS	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$20,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$40,000.00	$0.00		Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

WDB Rebalance - Accounting Adjustments (DM).xlsx

File Name WDB Rebalance - Accounting Adjustments (DM).xlsx
Content Type application/vnd.openxmlformats-officedocument.spreadsheetml.sheet
Updated By Steven Thysell
Upload Date 06/18/2024 02:30:37 PM
Comment

FY 23-24 WDB & Alliance Budget Rebalance TEMP-4693.docx

File Name FY 23-24 WDB & Alliance Budget Rebalance TEMP-4693.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Christopher Dunn
Upload Date 07/18/2024 03:37:55 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/25/2024 04:06:59 PM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Sent Back	07/01/2024 10:41:15 AM		Erik Brown (Department Approver – Budget Amendment)	1	Send Back Reason from Erik Brown: Sending back - 0585 entries are reversed
Budget Amendment Event	Budget Amendment Event	Submitted	07/01/2024 12:01:04 PM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 03:05:27 PM		Erik Brown (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/08/2024 12:33:20 PM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Please round. Thank you
Budget Amendment Event	Budget Amendment Event	Submitted	07/08/2024 02:32:58 PM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Sent Back	07/08/2024 03:22:40 PM		Arti Bhandari (Department Approver – Budget Amendment)	1	Send Back Reason from Arti Bhandari: Sending back per your request.
Budget Amendment Event	Budget Amendment Event	Submitted	07/08/2024 04:04:50 PM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Sent Back	07/18/2024 03:22:48 PM		Erik Brown (Department Approver – Budget Amendment)	1	Send Back Reason from Erik Brown: Adjustments needed
Budget Amendment Event	Budget Amendment Event	Submitted	07/18/2024 03:37:56 PM	06/26/2024	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		06/26/2024		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/26/2024 03:39:35 PM		Erik Brown (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2395 **Agenda Date:** 8/6/2024 **Agenda #:** C.34.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Approve Clarification of item # 24-1871 (Contract 29-518-0 AAA) with California Department of Aging, Older Americans Act Funding.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE clarification of Board action of June 25, 2024, File No. 24-1871, for Memorandum of Understanding with the California Department of Aging, to reflect the intent of the parties to change the programs that are being represented from the Health Insurance Counseling and Advocacy Program and the Medicare Improvement for Patients and Providers Act to the Older Americans Act and Older Californians Act services, with no change to the terms and conditions.

FISCAL IMPACT:

$6,938,582: Funding is 71% Federal $4,927,630 and 29% State $2,010,952. A match of $624,472 is required, $199,831 will be met by the County through net county cost and $424,641 is met by subcontractors, all of which is budgeted in FY 2024-25.

BACKGROUND:

This staff report is to clarify the programs represented in the MOU that were omitted in error. The MOU and funding represents Older Americans Act and Older Californians Act Services.

The Employment and Human Services Department's Area Agency on Aging (AAA), provides services to residents 60 years and older, adults with disabilities, and family caregivers in Contra Costa County, as defined in the Older Americans Act (OAA) Title IIIB, Title IIID, Title IIIE, and Title VII programs. The AAA is mandated by the OAA to submit an Area Plan to the CDA, which is updated annually, that delineates the service levels, goals, and objectives of the AAA and contracted providers for the fiscal year to serve the client populations. Services include, but are not limited to, supportive services, ombudsman services, congregate meals, home delivered meals, disease prevention, family caregiver services, legal services, and elder abuse prevention services.

Memorandum of Understanding (MOU) Number AAA-2425-07 with CDA provides funding to enable the AAA to deliver the services and fulfill the goals and objectives set forth in its Area Plan Update for fiscal year 2024-

25. Additionally, per section 8.A.iii, the MOU allows for execution of the original MOU and all subsequent amendments through the period of July 1, 2024 through June 30, 2029. Subsequent allocations by CDA through June 30, 2029 will not require an additional signed MOU. Additional amendments will be budgeted in the fiscal year referenced.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, services for older adults, family caregivers, and persons with disabilities in Contra Costa County would be reduced.

CHILDREN'S IMPACT STATEMENT:

This MOU supports the fourth community outcome of Contra Costa County's Children's Report Card: "Families that are Safe, Stable and Nurturing."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2396 **Agenda Date:** 8/6/2024 **Agenda #:** C.35.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Implementation Plan for Measure X Funded Youth Centers

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the Implementation Plan for Measure X Funded Youth Centers as submitted by the Employment and Human Services Department (EHSD).

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

Measure X is a 20-year, ½ cent sales tax approved by Contra Costa County voters in November 2020 to fund essential health, safety net and social services. Based on a recommendation by the Measure X Community Advisory Board, the Board of Supervisors previously approved Measure X funding for the development of three new youth centers in supervisorial Districts 3, 4, and 5. The Board also designated EHSD to administer the funds and oversee the ongoing operations of the youth centers. The attached Implementation Plan for Measure X-Funded Youth Centers summarizes quantitative and qualitative planning data that will be used to inform both the design of the youth centers and the upcoming Request for Proposals that EHSD will administer to select Measure X-funded youth service providers.

The plan summarizes findings from multiple inputs to the planning process, including the following: (1) An 8-month community engagement process that gathered feedback from 488 residents and service providers in Districts 3, 4, and 5 who attended community listening sessions and 329 individuals who responded to an online survey. Youth and young adults under the age of 25 comprised 45% of total participants. The full Measure X Youth Centers Community Engagement Report is included as an appendix to the Implementation Plan. (2) Analysis of demographic data on youth in Contra Costa County and in Districts 3, 4 and 5. (3) Key informant interviews with public sector partners to understand the current youth services landscape, gaps in the service delivery system and opportunities for youth centers to leverage and coordinate with existing services. (4) A review of pre-existing local needs assessments to cull insights relevant to the youth centers planning process. (5) A literature review of best practices in youth service delivery. In addition to background and planning information, the Implementation Plan previews upcoming activities to advance the implementation of

the youth centers and provides a high-level implementation plan and timeline specific to each of the three supervisorial districts. (6) The draft documents were posted for public comment and input was incorporated. On July 16th, the Workforce Development Board of Contra Costa County's Youth Committee approved forwarding the Implementation Plan with the Community Engagement Report as an attachment to the Board of Supervisors for consideration.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the opening of the Youth Centers and their service offerings may be delayed, consequently postponing youths' access to critical services and support.

CHILDREN'S IMPACT STATEMENT:

This contract extension supports all of Contra Costa County's community outcomes of the Children's Report Card",

(1) "Children Ready for and Succeeding in School";

(2) "Children and Youth Healthy and Preparing for Productive Adulthood";

(3) "Families that are Economically Self-Sufficient";

(4) "Families that are Safe, Stable and Nurturing"; and

(5) "Communities that are Safe and Provide a High Quality of Life for Children and Families"

IMPLEMENTATION PLAN

for Measure X-Funded Youth Centers

JULY 2024

Contra Costa County
Employment & Human Services
Building Brighter Futures Together

Workforce Development Board
Contra Costa County

Contents

Acknowledgements . . . 3
Executive Summary . . . 4
Introduction . . . 6
Overview of Measure X . . . 6
Board Approval and Budget . . . 7
Overview of Youth Centers Planning Process . . . 8
Profile of Youth in Contra Costa County . . . 9
Countywide Demographic Data . . . 9
Countywide Service Data . . . 11
County Partner Feedback & Collaboration Opportunities . . . 12
Feedback on Service Areas . . . 12
Additional Areas of Feedback . . . 16
Best Practices in Serving Youth . . . 18
Positive Youth Development . . . 18
Program Strategies and Interventions . . . 18
Organizational Best Practices . . . 19
Implementation Activities . . . 20
Site Selection . . . 20
Provider Selection . . . 20
Partnership Development . . . 20
Board Approvals . . . 20
Execution of District Plans . . . 21
District 3 Youth Center Implementation Plan . . . 22
Population Focus . . . 22
Priority Programs and Services . . . 22
Location and Hours . . . 23
Timeline and Next Steps . . . 23
District 4 Youth Center Implementation Plan . . . 24
Population Focus . . . 24
Priority Programs and Services . . . 24
Location and Hours . . . 25
Timeline and Next Steps . . . 25
District 5 Youth Center Implementation Plan . . . 26
Population Focus . . . 26
Priority Programs and Services . . . 27
Location and Hours . . . 27
Timeline and Next Steps . . . 27
Endnotes . . . 29
Appendix A: Contra Costa County Measure X Youth Centers Community Engagement Report . . . 30
Appendix B: List of Existing Needs Assessments Reviewed . . . 75
Appendix C: Literature Review Citations . . . 76
Appendix D: Data Methodology . . . 77

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- District 4 Supervisor Ken Carlson and his staff
- District 5 Supervisor Federal D. Glover and his staff

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- Kiki Farris, Contra Costa County Probation Department
- Don Graves, Contra Costa County EHSD, Independent Living Skills Program
- Natasha Paddock, COPE Family Services
- Dana TherActivist Johnson, Rainbow Community Center
- Coreen "Cori" Johnson, Rainbow Community Center
- Christy Saxton, Contra Costa Health, Housing & Homeless Services

The Measure X Community Advisory Board and former Chair Mariana Moore

The Contra Costa County Administrator's Office

Community residents and stakeholders who provided feedback to the planning process

Nonprofit organizations and public schools that hosted community listening sessions

County partners who participated in key informant interviews:

- Hisham Alibob, Contra Costa Health, Community Wellness & Prevention
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- Leslie Brown, Kaiser Permanente
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- Alison McKee, Contra Costa County Library
- Caroline Miller, Contra Costa Health, Health, Housing & Homeless Services

This Implementation Plan was prepared by Public Minded Consulting, with content contributions from Social Change Partners and New Ways to Work.

Executive Summary

Measure X is a 20-year, ½ cent sales tax approved by Contra Costa County voters in November 2020 to fund essential health, safety net and social services. Based on a recommendation by the Measure X Community Advisory Board, the Contra Costa County Board of Supervisors approved Measure X funding for the development of three new youth centers in supervisorial Districts 3, 4, and 5. The Board also designated the Employment and Human Services Department to administer the funds and oversee the ongoing operations of the youth centers.

This report compiles quantitative and qualitative planning data to inform both the design of the Measure X youth centers and the Request for Proposals that will be used to select youth center service providers. Information contained within this plan and its appendices include:

- Findings of an 8-month community engagement process that gathered feedback from 488 residents and service providers in Districts 3, 4, and 5 who attended community listening sessions and 329 individuals who responded to an online survey. Youth and young adults under the age of 25 comprised 45 percent of total participants. The full *Community Engagement Report* is found in Appendix A.
- Analysis of Countywide and district-specific data on youth in Contra Costa County. Countywide statistics are summarized in the *Profile of Youth in Contra Costa County* section of this report, while district-specific data is found in the *District Implementation Plan* sections.
- Key informant interviews with public sector partners to understand current and planned services that might be leveraged to enhance the youth centers. A summary of findings is contained in the *County Partner Feedback and Collaboration Opportunities* section of this report.
- A review of a dozen existing needs assessments and plans related to serving youth in Contra Costa County. Appendix B contains a list of documents reviewed.
- A literature review, which is summarized in the *Best Practices in Serving Youth* section of this report. Appendix C contains a list of citations.

In addition to background and planning information, this report previews upcoming activities of the youth centers implementation phase and provides high-level implementation plans and timelines for each of the three districts. Key components of each district plan require BOS approval to move forward. In brief:

- The District 3 plan envisions construction of a new youth center at a site in proximity to Antioch, Brentwood and Oakley. While the site is under construction, Measure X operating funds will be used to support youth programs and services delivered within the district boundaries by one or more providers selected through a competitive process.
- The District 4 plan envisions partnering with a local service provider to expand the operations of an existing youth center in Concord. Measure X dollars will be used for capital improvements and to fund an enhanced mix of youth programs and services delivered by one or more providers selected through a competitive process.
- The District 5 plan envisions construction of a new youth center at the County-owned Los Medanos site in Pittsburg. While the site is under construction, Measure X operating funds will be used to support youth programs and services delivered within the district boundaries by one or more providers selected through a competitive process.

Each district plan contains a description of the youth subpopulations, programs and services that will be prioritized. These priorities are a starting point for implementation, but they are not intended to be limiting or inflexible. Administering youth centers is a new line of business for the County and the vision and design of the youth centers will continue to evolve.

While each youth center will be unique and offer programming that is responsive to the specific needs and desires of the surrounding community, the feedback gathered from residents and service providers in the course of the planning phase frequently aligned across districts. Stakeholders envision safe, inspiring and welcoming spaces offering various activities that will entice youth to enter, and an array of support services that can be wrapped around them once they walk in the door. Informants consistently named middle and high school students as the age group that the youth centers should

be targeted to. There was widespread agreement that the centers should be inclusive of all youth, but stakeholders also agreed that programming should be designed with low-income and system-involved youth and the goal of promoting more equitable outcomes in mind.

The publication of this report marks a key milestone on the path towards realizing the vision for three new youth centers in Contra Costa County. Additional planning and design work will be conducted in the months to come, but this plan lays the foundation for implementation activities that will begin to move forward in parallel. By next year at this time, it is anticipated that Measure X-funded nonprofits will be delivering new and expanded services to youth in Districts 3, 4, and 5.

Introduction

Overview of Measure X

Measure X is a countywide 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020. Collection of the tax began on April 1, 2021. The text of 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."

The Board of Supervisors (BOS) established a 27-member Measure X Community Advisory Board (MXCAB) to advise the BOS on the use of Measure X funds. The MXCAB is a diverse and broadly representative group of individuals who live and/or work in Contra Costa County. The primary responsibilities of the MXCAB are to oversee a regular written assessment of community needs, to recommend general Measure X funding priorities to the BOS based on the findings of the needs assessment, and to receive annual reports on Measure X funded programs in a joint presentation to the MXCAB and the BOS.

The MXCAB organized its original funding recommendations into five goal areas derived from the original language of Measure X:

GOAL #1: MENTAL WELL-BEING

We strive to be a community that supports the mental and behavioral health and well-being of all residents through prevention, crisis response services, intersectional supports, and innovative cross-sector approaches.

GOAL #2: EQUITY IN ACTION

We strive to be a community that prioritizes equity and removes structural barriers that cause inequities and poverty, so that all residents can thrive.

GOAL #3: HEALTHY COMMUNITIES

We strive to be a community in which all residents have access to affordable, timely, culturally responsive healthcare; adequate housing; high-quality childcare; and nutritious food, all of which have become more urgent as we address the ravages of the pandemic.

GOAL #4: INTERGENERATIONAL THRIVING

We strive to be a community that intentionally strengthens and provides support for all residents and for family members of all generations, including children, youth, and older adults.

GOAL #5: WELCOMING & SAFE COMMUNITY

We strive to be a community where all residents feel safe and welcome and receive emergency help when they need it.

Following months of information gathering, testimony, public comment and discussion, the MXCAB submitted its recommendations to the BOS in a report dated October 6, 2021, which included a recommendation to invest in youth centers in East and Central County as one strategy under Goal #4 (Intergenerational Thriving). The BOS ultimately approved the creation of three Measure X youth centers, one in supervisorial District 3, one in District 4 and one in District 5.

Board Approval and Budget

Over the course of four meetings held between October 2021 and February 2022, the BOS heard extensive presentations regarding Measure X funding priorities. Since that time, the BOS approved Measure X allocations totaling $157 million in FY21–22, $78 million in FY 22–23, and over $117 million in FY 23–24.

Consistent with the recommendations of the MXCAB, the BOS approved the use of Measure X funds to support three youth centers in Districts 3, 4, and 5. The County Administrator's Office further recommended, and the Board concurred, that "Given its focus on children and family services, Employment and Human Services Department (EHSD) would be the host agency to contract for the development and operations of the youth centers. A significant amount of planning and logistics will be required to develop these centers." The CAO report containing that recommendation also stated that the annual operating budget for the youth centers "will be supported at approximately 50% by donations, grants, etc." A history of Measure X and documentation from the November 16, 2021, and December 12, 2023, Board meetings at which funds were allocated to the youth centers can be found on the County's Measure X website.

Total Measure X funding allocated to date to support the three youth centers is summarized in Table 1.

Total cumulative allocations to date across the three sites amount to $20.6 million. Total expenditures through FY 23–24 come to $868,634.

Of the total funding allocated to date, the BOS designated $15 million ($5 million per center) to cover capital and start-up costs. Funds allocated for capital costs are being held in reserve pending Board approval of sites for the three youth centers.

The FY 24-25 adopted budget of $3.6 million represents the total annual amount of Measure X funding available for ongoing operating and service costs, inclusive of county oversight costs. More detailed district-specific budgets will be developed following the procurement of youth center service providers. Services are anticipated to begin in July 2025.

Ongoing operations and service programming at the youth centers will be sustained through an annual inflation-adjusted Measure X allocation, private fundraising and resource matching by the youth center operators, and by leveraging other existing publicly-funded services to extend their reach to youth center participants.

Table 1: Total Measure X Youth Center Funding Allocations

	FY 21-22	FY 22-23	FY 23-24	FY 24-25	TOTAL FUNDING TO DATE
Youth Center Allocations	$10,000,000	$1,750,000	$5,193,000	$3,623,898	**$20,566,898**

Overview of Youth Centers Planning Process

As noted above, the EHSD is designated as the lead County agency to administer the youth center funding and to oversee planning and implementation of the new sites. The Department elected to carry out this charge under the public oversight of the Workforce Development Board of Contra Costa County (WDBCCC), which is staffed by the EHSD. The WDBCCC achieves equitable economic growth for Contra Costa County by providing business and jobseeker services, building strategic partnerships and leveraging public-private resources. Among other things, the WDBCCC provides services to youth and young adults between the ages of 16 and 24 who have barriers to graduating from school, finding a job, or launching a career. The WDBCCC delegated oversight to its Youth Committee, and the Youth Committee in turn created a Measure X Youth Centers Ad Hoc Committee comprised of subject matter experts in serving youth to provide input to the planning and design process.

The EHSD also retained the services of consulting firm Social Change Partners, who in turn subcontracted with New Ways to Work, to gather community input to inform the design of the youth centers. Between October 2023 and April 2024, the consultants held 32 community listening sessions with a total of 488 attendees drawn largely from residents and service providers in Districts 3, 4, and 5. Additionally, an online survey was live from September 2023 to April 2024 and garnered a total of 329 responses. The resulting *Contra Costa County Measure X Youth Centers Community Engagement Report* is included in Appendix A.

In addition to community input, this plan is informed by a landscape review that entailed:

- Analysis of Countywide and district-specific data on youth in Contra Costa County. Countywide statistics are summarized in the *Profile of Youth in Contra Costa County* section of this report, while district-specific data is found in the *District Implementation Plan* sections.
- Key informant interviews with public sector partners to understand current and planned services that might be leveraged to enhance the youth centers. A summary of findings is contained in the *County Partner Feedback and Collaboration Opportunities* section of this report.
- A review of existing needs assessments and plans related to serving youth in Contra Costa County. Appendix B contains a list of documents reviewed.
- A literature review, which is summarized in the *Best Practices in Serving Youth* section of this report. Appendix C contains a list of citations.

Profile of Youth in Contra Costa County

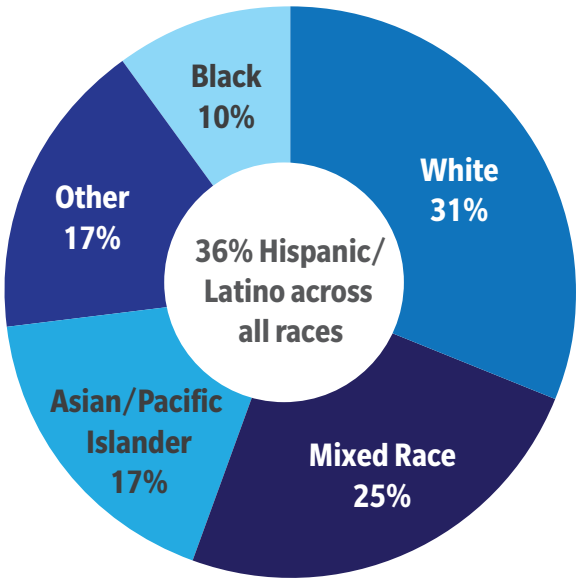
Countywide Demographic Data

Unless otherwise noted, the data contained in this section come from the U.S. Census Bureau's 2022 American Community Survey. Appendix D describes the methodology used to access and analyze the data.

In 2022, there were 108,992 youth ages 12–18 in Contra Costa County. This population roughly approximates the middle school and high school youth who are of primary interest for purposes of this report.

The County's child population is extremely diverse. As seen in Figure 1, among children under the age of 18, 31 percent identify as White, 25 percent as two or more races, 17 percent as Asian, 10 percent as Black or African American, and 17 percent as other. Over a third (36 percent) of the total child population across all races identify as being of Hispanic or Latino origin.

Figure 1: Youth Ages 12–18 by Race and Ethnicity



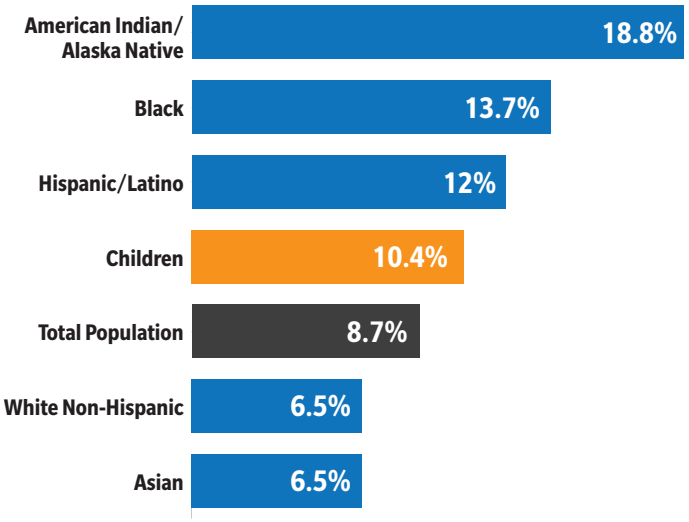
One third of Contra Costa youth ages 12–18 primarily speak a language other than English at home, as reflected in Table 2. Twenty-one percent speak Spanish at home. Twenty-four additional languages not listed in the table are each spoken in the home by 2 percent or less of youth.

Table 2: Primary Language Spoken at Home by Youth Ages 12-18

LANGUAGE	COUNT	PERCENT
English	72,678	67%
Spanish	22,918	21%
All Other	13,396	12%
TOTAL	**108,992**	**100%**

As of 2022, the overall poverty rate in Contra Costa County was 8.7 percent, somewhat lower than the 12.2 percent statewide rate for California. However, as seen in Figure 2, the countywide rate masks significant disparities in who experiences poverty. As illustrated in Figure 2, the poverty rate among children ages 0–17 in Contra Costa is 10.4 percent, as compared to 8 percent for adults ages 18–64. Certain racial and ethnic groups also experience poverty disproportionately: 12 percent of Latinos, 14 percent of Blacks and 19 percent of American Indian/Alaska Natives live below the poverty level.[1]

Figure 2: Contra Costa County Poverty Rates



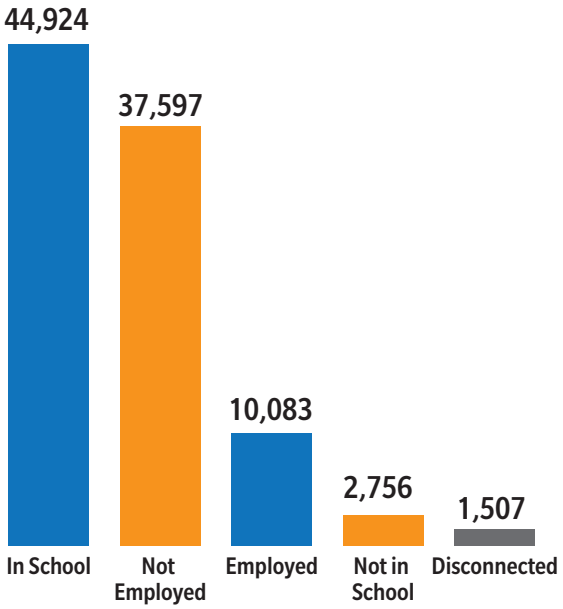
Other key indicators of well-being also vary significantly by race and ethnicity, with Black, Indigenous and People of Color (BIPOC) children and youth consistently faring worse than their white counterparts. For example:

- The on-time high school graduation rate from public and charter schools in Contra Costa County is 90 percent overall but drops to 83 percent for Black students and 85 percent for Latino students.[2]
- While half of all students in Contra Costa were college or career ready in 2019, only 28 percent of Black students and 43 percent of Latino students were ready.[3]
- According to a recent report commissioned by the Probation Department, "In 2020, Black youths were approximately 14 times more likely than White youths to be arrested in Contra Costa County, 15 times more likely to be referred to Probation, and 1.6 times more likely to have court petitions filed (among youth referred to Probation). As a result of racial disparities at the front end of the juvenile justice system, Black youths are drastically overrepresented on juvenile probation and in confined settings in the county.[4]
- EHSD data from 2016–2021 reflect significantly higher rates of entry into foster care for Black/African American children as compared to other racial and ethnic groups.[5]
- One of the most frequently cited needs in an assessment conducted jointly by the EHSD and Contra Costa Probation was to "Increase resource availability for Black/African American youths."[6]
- Nearly half (45 percent) of homeless youth under the age of 25 self-reported as being Black/African-American/African, a significant over-representation relative to the general youth population[7].

County-level demographic data points clearly to the existing inequities in life outcomes for BIPOC youth in Contra Costa County. Naming those disparities is a necessary first step towards investing Measure X youth center funds in ways that help drive towards greater equity, health, and prosperity for all.

Figure 3 summarizes the extent to which older youth ages 16–18 in Contra Costa County are connected to school and work. An impressive 94 percent of youth in this age group are enrolled in school and 21 percent are working. While the percentage of youth who are disconnected from both education and employment is small (3.2 percent), this population is of special concern, and should receive specialized outreach and support by the youth centers to re-engage them in educational or vocational pathways.

Figure 3: Connection to School and Employment for Youth Ages 16–18



In recognition of the fact that there are meaningful population differences at the sub-county level, additional district-specific demographic data specific to Districts 3, 4, and 5 is included in each of the three district plans that follow.

Countywide Service Data

This section summarizes data provided by County departments on the number of youth who receive specified County-administered or County-funded services. This is not a comprehensive list, but it does capture major publicly funded services and public benefit programs. County departments and Measure X-funded providers will partner to facilitate warm and seamless service connections for youth.

PROGRAM OR SERVICE	DEPARTMENT	DESCRIPTION	UNDUPLICATED COUNT	TIME PERIOD
Mental health services	CC Health	Youth ages 13–17 receiving mental health services from Contra Costa Health and its partner organizations.	2,327	2023
Child support services	Child Support	Dependent youth ages 12–18 for whom child support is owed/paid	9,505	2023
Child support services	Child Support	Young adult heads of household ages 18–25 served by the department	955	2023
CalFresh	EHSD	Total youth ages 12–18 receiving public nutrition assistance	13,491	April 2024
		Subset of youth ages 12–18 receiving public nutrition assistance who are head of household	616	
CalWORKs	EHSD	Total youth ages 12–18 in families receiving public income assistance and support services	3,514	April 2024
		Subset of youth ages 12–18 receiving public income assistance who are head of household	244	
		Subset of youth ages 12–18 in CalWORKs families receiving temporary and permanent housing assistance	160	
Child welfare programs	EHSD	Youth ages 12–18 in the Foster Care, Adoption Assistance and KinGAP programs	409	April 2024
Independent Living Skills Program (ILSP)	EHSD	Youth ages 12–18, in or recently transitioned from the Foster Care system, and receiving life skills training and support	58	April 2024
Medi-Cal	EHSD	Total youth ages 12–18 enrolled in Medi-Cal health insurance	39,912	April 2024
		Subset of youth ages 12–18 enrolled in Medi-Cal health insurance who are head of household	1,712	
Workforce Innovation and Opportunity Act (WIOA) youth programs	EHSD	Youth ages 12–18 receiving job readiness and employment services	131	April 2024
Library services	Library	Youth ages 13–17 who hold library cards	34,004	June 2023
Juvenile Supervision	Probation	Total juvenile offenders (i.e., individuals up to age 25 who committed an offense while they were minors) who were on probation during the year	379	FY 23-24

County Partner Feedback & Collaboration Opportunities

This plan is informed by interviews with nearly two dozen subject matter experts from nine different county agencies as well as three private health plans. Key informant interviews were conducted with representatives from the Office of Racial Equity and Social Justice, several divisions within Contra Costa Health, the Contra Costa County Probation Department, the Public Defender's Office, the Department of Conservation and Development, the County Library, Child Support Services, and the Employment and Human Services Department, including the Workforce Development Board. Contra Costa Health partners at three private managed care health plans also participated in interviews. Also included in this section is feedback provided by members of the Workforce Development Board's Youth Committee and its Measure X Youth Centers Ad Hoc Committee during meetings at which the youth centers were discussed.

The purpose of the key stakeholder interviews was to understand the landscape of County services currently available to youth, to identify gaps in existing systems of care, and to begin to explore opportunities for collaboration to holistically serve youth center participants. During the implementation phase of the Measure X youth centers initiative, the EHSD will create a steering committee comprised of County department staff with expertise in serving youth to advise the EHSD and its selected youth center operators and service providers on an as-needed basis.

Feedback on Service Areas

Through listening sessions and an online survey, several hundred District 3, 4, and 5 residents and service providers gave extensive feedback on the programs and services they believed a youth center should offer. That feedback is detailed in Appendix A. This section summarizes County partner feedback, noting areas of alignment and variance from community feedback where applicable. The district-specific implementation plans that follow summarize the top priorities in order of importance for each of the three districts.

Consistent with community feedback, County partners overwhelmingly validated the importance of creating safe, welcoming and inspiring spaces offering various activities that will entice youth to enter, and an array of support services that can be wrapped around them once they walk in the door. They also aligned with community members in agreeing that programming should be designed with low-income and system-involved youth and the goal of promoting more equitable outcomes in mind.

More detailed County partner feedback is summarized below, first according to service area and then as relates to barriers to access, collaboration and partnership, and serving special populations. On occasion, findings from pre-existing local needs assessments are also cited to reinforce or round out County stakeholder feedback.

ACADEMIC SUPPORT AND LITERACY

Community members across Districts 3, 4, and 5 identified academic support as a high priority service area for the youth centers. Similarly, County government partners flagged homework help, academic tutoring and free access to computers and high-speed internet as service gaps. Respondents noted that literacy levels are lower than average in Central and East County and identified the need for more activities to support literacy among middle school youth.

There are 19 public school districts in Contra Costa County, serving approximately 178,000 students at over 290 schools. Children living in the unincorporated parts of the county do not always have a public school in their local community. In Bay Point, for example, an unincorporated area in District 5, there is no high school and students are bused to Mount Diablo High in Concord.

Contra Costa has 26 library facilities in 18 cities and 5 unincorporated areas of the County. Most libraries have large community rooms with good physical capacity to house youth services. More than a quarter of locations serve afterschool and/or summer lunches to anyone up to age 18. Many libraries are located near schools, and the Library is currently partnering with the Office of Education to enable all public school students to use their school ID number as their library card. Large numbers of students use the libraries during the afterschool hours on weekdays as a safe space where they can congregate, access computers and wifi, do homework and participate in structured activities when available. Many library locations offer homework help as well as an online service that provides live, online homework help. While all libraries have teen services staff to engage with the

afterschool student population, the library system lacks the resources to offer formal youth programming every afternoon. As a consequence, within existing staffing levels the library system would be unable to staff onsite services at youth centers on a regular basis. However, the libraries could host youth services at their locations and there may be other opportunities for collaboration, including occasional outreach events that involve signing people up for library cards and introducing them to the library system, and opportunities for youth center participants to gain leadership experience by participating in the Teen Advisory Groups that provide each branch with feedback on what services should be provided for youth.

BASIC NEEDS, FAMILY SUPPORT AND PREVENTION

Food insecurity, housing instability and lack of stable access to other basic needs are daily sources of stress for low-income families and youth, who often lack an understanding of what services exist or how to access them. County informants generally supported the notion of wrap-around services linkage at the youth centers, and at least two departments—the EHSD and the Probation Department—already fund services navigation, though likely not to the extent needed. County partners stated that youth centers should offer or help connect participants to food, medical care, hygiene kits, contraceptives and other basic needs.

Interview subjects mentioned family support services, particularly for parenting teens, families under the supervision of the Probation Department and families involved with the child welfare and child support systems as possible services to co-locate at the youth centers, or for youth center staff to connect young people to. One informant raised the possibility of providing onsite child care for parenting youth at the centers. The Probation Department also funds community-based prevention, diversion, noncriminal legal services, and other services that are available to the community at large, not just system-involved youth, which could possibly be leveraged. "It would be helpful for parents, caregivers and younger siblings to be able to access support services at the youth center as well, for there to be a whole family approach," noted one informant. The EHSD currently funds three kinship programs that support relative caregivers of youth and young people themselves through navigation services, educational workshops, socio-emotional support groups and other services.

County partners also emphasized the importance of services to prevent at-risk youth from entering systems of care, and recent trends in federal policy and funding reflect a similar shift from intervention to prevention. There is an opportunity to align youth center operations with the EHSD's "Community Pathways approach," which embraces a no-wrong-door philosophy and supports community-based organizations to refer families and youth to a comprehensive array of prevention services. In future, youth centers may also be a good place to evaluate young people for Title IV-E candidacy, which would make them eligible for higher level (secondary and tertiary) prevention services reimbursable by the federal government.

HOUSING AND HOMELESSNESS

Multiple existing needs assessments confirm that homelessness and a lack of affordable housing are pressing issues in Contra Costa County, as they are throughout the Bay Area. One recent report focused on youth who are involved or at-risk of involvement with the juvenile justice system recommended that Contra Costa County "prioritize access to housing services and affordable housing, especially targeted towards TAY (transition-age youth) to help reduce juvenile and criminal justice system involvement among this group."[8]

The *2024 Point-In-Time Homeless Count* identified 155 unaccompanied homeless youth under the age of 25. Overall, 7 percent of the County's homeless are children under the age of 18, and another 7 percent are young adults ages 18-24. Of those experiencing homelessness in the County, 13 percent first became homeless while under the age of 18, and 24 percent first became homeless while between the ages of 18 and 24. Fifteen percent of homeless adults in the County were once in foster care.[9] According to the preliminary findings of a *Youth and Young Adults Homelessness Community Needs Assessment* (CNA) commissioned by Contra Costa Health:

- Up to 13,506 youth and young adults may experience some form of homelessness in the County each year.
- Homeless youth themselves identified limited affordable housing, substance use, lack of job skills, little or no income, generational poverty and lack of transportation as their biggest challenges.
- When asked what resources are missing in the current system, the top answers were housing, employment opportunities, and reentry-specific supports and services.[10]

County partners reported a lack of sufficient shelter and housing resources to serve housing unstable young people, particularly in East County. While there is a mobile outreach team that serves homeless youth, there is currently no youth-friendly physical coordinated entry access point for young people to get connected to housing services, and youth do not necessarily engage with the adult access points. When its *Youth and Young Adults Homelessness CNA* is complete, Contra Costa Health will use it to inform an upcoming application for federal funding through the Youth Homeless Demonstration Project. If secured, the grant will pay for development of a strategic plan for serving homeless youth as well as direct services. One near term possibility for collaboration may be to have the existing mobile outreach team visit the Measure X youth centers on a set schedule, but even greater opportunities, such as creating youth access points at the youth centers, may be possible if the federal grant is secured.

JOB READINESS, EMPLOYMENT AND LIFE SKILLS

In May 2024, the unemployment rate among youth in Contra Costa County was 14.2 percent for 16-19 year-olds and 10 percent for 16–24 year-olds. By comparison, the countywide unemployment rate for all working age adults was 4.4 percent.[11] Community members across Districts 3, 4, and 5 identified youth employment/training resources as a high priority service area for the youth centers. Similarly, County informants identified basic job readiness and skills training as needed youth services. They also mentioned older teenagers who lack a high school degree and youth who became disengaged from school during the pandemic as priority populations that require extra effort to identify and engage.

County partners also cited life skills training, such as financial literacy training and soft skills development, as separate but related service needs for many youth.

The youth centers may be able to leverage the following existing resources to serve their program participants, either directly onsite or through referral partnerships:

- The EHSD's Independent Living Skills Program utilizes an existing comprehensive life skills curriculum for system-involved youth and young adults. Staff at the Department believe that these skills are of universal benefit to all youth.
- Youth programs supported by federal Workforce Investment Opportunity Act (WIOA) dollars passed through by the Workforce Development Board generally target 16–22 year olds and include services such as job readiness training, stipended internships, and career counseling. WIOA Youth Programs staff are mobile and there is the potential to outstation services at the youth centers.
- Both Contra Costa Health and the private health plans offer career pathway programs in the health care industry, as well as internships and career awareness events.

LEADERSHIP, MENTORING AND SPIRITUAL CARE

One of the six current priorities of the Office of Racial Equity and Social Justice is to "Set a safe, welcoming, and belonging culture in Contra Costa County. This should include ... building capacity for youth leadership and engagement." This priority was established through an extensive community engagement process in which residents frequently cited youth development and engagement as a need.[12]

County experts also spoke to the need for mentoring provided by trusted adults who are not the young person's parent and mentioned life coaching using a "credible messenger" model that deploys trained people with lived experience to meet youth where they are at as a best practice. They also noted a need to create opportunities for young people to engage in community service and meet school-required volunteer hours. All libraries currently offer opportunities for youth to volunteer, including participating in each location's Teen Advisory Group, which offers leadership development.

The Probation Department currently funds community-based organizations to provide spiritual care navigation, youth groups and youth trainings that could potentially be offered from time to time at the youth centers. Spiritual care was the only programming suggestion to come from a County partner that was not also mentioned in the broader community engagement process.

PHYSICAL AND BEHAVIORAL HEALTH

Echoing community feedback, County subject matter experts identified behavioral health (i.e., mental health and substance abuse) services and support as critical needs for youth, citing the pandemic and social media as sources of increased stress among young people. Informants underscored the importance of culturally-specific service delivery and healing modalities, which is

a theme present in other existing needs assessments. For example, the *Contra Costa Health Behavioral Health 2023–2026 Cultural Humility Plan* notes, "Whether consumers are appropriately served in ways that align with their cultural values and linguistic needs is an issue that has been raised by community stakeholders and advocates . . . Specifically, the topic of the need for appropriate and relevant mental health and wellness services through community defined practices for Latino/ Latina/ LatinX/ Hispanic, Asian and African American/ Black communities has been a topic stated throughout many stakeholder and community engagement events."[13]

The youth centers may be able to leverage the following existing and planned resources to serve their program participants, either directly onsite or through referral partnerships:

- The County already supports numerous regional, mobile and school-based health and dental clinics. The private health plans also help fund clinicians onsite at every high school and continuation school, as well as health education. Bringing an already funded community-based health provider or clinician into an outstation at the youth centers is a possibility to explore. One challenge that would need to be worked through is that Contra Costa Health is a Medi-Cal provider, whereas not all youth center participants will be eligible for Medi-Cal funded services.
- One interview participant noted that the youth centers may be a good location to assist youth in accessing Medi-Cal funded behavioral health services through the existing access line.
- Contra Costa Health currently funds behavioral health prevention and early intervention services through its state allocation of Mental Health Services Act (MHSA) funding. As a result of recent voter-approved changes to how MHSA funds are allocated (i.e., Proposition 1), prevention resources will soon shift from counties to the state, but Contra Costa will maintain some early intervention programs that youth centers could potentially leverage, particularly to serve youth with moderate to high acuity mental health needs.
- The Measure X-funded African American Holistic Wellness and Resource Hub, which is currently in the early planning stages, has goals that are complementary to those of the youth centers and respondents suggested the possibility of cross-referrals between the two.
- There is also a $1.4M annual Measure X allocation to provide behavioral health services for youth age 26 and under and for LGBTQ+ individuals.
- Private hospitals are currently in the process of conducting mandated Community Needs Assessments, which will inform community investments in the years to come. Current investments and priority funding areas include: access to care, economic opportunity/income and employment restorative justice programs, free medical services for the uninsured, a mobile dental clinic for youth, health education, and mental health behavioral health, including services for youth and young adults.

Key informants made the following suggestions for new services that could be provided at the Measure X youth centers to address unmet needs:

- Onsite health clinics.
- Onsite Medi-Cal linkage. Medi-Cal enrollment confers eligibility for a range of health and mental services, and under the state CalAIM initiative, there may be new opportunities in future to draw Medi-Cal revenue for supportive services that could benefit youth center participants. For example, one County partner noted that peer support is being considered as a future Medi-Cal covered service, which could be a particularly useful resource for youth who are less interested in clinical therapy.
- Sexual/reproductive health education and teen pregnancy prevention.
- Therapy and mental health services for at-risk youth that do not require a behavioral health diagnosis to access. While Contra Costa Health can initiate mental health services without a diagnosis, their services do eventually require one.

More than one source noted the importance of upstream interventions. For example, one children's mental health expert noted that while clinical mental health services and treatment are important, having "a youth-friendly creative space where young people can express themselves and develop their talents, … build community and have a sense of belonging … and be directed into creative activities is just as important, without being a form of treatment. That in itself is a mental health intervention." A recent plan to reduce the number of child welfare and probation-involved youth, issued by the EHSD and the Probation Department, also turned its attention upstream, noting that "In East

Contra Costa County, the greatest need is to develop a more robust prevention services infrastructure. … there are great needs in the areas of parenting support, mental health services, and substance abuse prevention and treatment.[14]

SPORTS AND RECREATION

Community members across Districts 3, 4, and 5 identified recreation and fitness opportunities as a high priority area of programming for the youth centers. While the County maintains numerous parks and open spaces, provision of athletic and recreation programs for youth is more typically a function of city governments or special districts. As a result, feedback from County government partners on this service domain was limited. Relevant comments touched on the lack of free/affordable youth athletic opportunities, the hope that youth center offerings can go beyond athletic programs to include arts, social services and leadership development, opportunities for expanding community gardening programs for youth in District 5, and the suggestion that city parks and recreation departments be brought in as youth center partners.

Additional Areas of Feedback

In addition to providing feedback on high priority service needs, County partners also commented on barriers to access, considerations related to partnership and collaboration, and subpopulations who merit special attention in pursuit of equitable outcomes for youth.

BARRIERS TO ACCESS

County professionals, like community members, emphasized how important it is that the youth centers planning process be intentional about anticipating and addressing barriers to access. They noted that oftentimes young people are unaware of existing youth services or aware but unable to get to the service location. Specific comments included the following:

- Stigma can be a barrier to accessing services. One informant noted that, "It has a destigmatizing effect if youth can access support services in centers that are not labeled [as being for low-income or system-involved youth]."
- For youth and others who do not drive and/or live near public transit, physical geography and transportation are barriers, particularly in getting to and from East County.
- Language is a barrier to access for non-English speaking families and youth.
- Generational poverty undermines the ability of youth to thrive. Youth centers should be in low-income and under-resourced areas with the goal of promoting greater socioeconomic equity.
- Unincorporated areas may have relatively fewer resources because the County is often the primary provider of government services, unlike other areas that are also served by a city government.

County partners identified potential solutions to help improve access, including:

- Services navigation and enrollment support as a function of youth centers. In addition to connecting youth to needed services and programs, respondents noted that navigation assistance is also a way to leverage existing community-based and County services rather than creating them anew within the youth centers. The EHSD service navigators, community services navigation funded through the Probation Department, and the Youth Services Specialists supported through a partnership between the Juvenile Justice Coordinating Council and the County Office of Education were mentioned as examples of existing service linkage models.
- Creation of hoteling spaces within the youth centers where existing county and community-based service providers could offer regular onsite access to services, programs and workshops for participating youth and their families.

NONPROFIT PARTNERSHIP AND COUNTY COLLABORATION

County partners offered the following reflections on collaboration with internal and external partners:

- There are many grassroots nonprofits that would make good youth center partners, but to scale up services they may need capacity-building assistance, technical support, and guidance in navigating the County's bureaucracy, in addition to funding.
- Some perceive that there is a lack of community meeting space available to nonprofits, although it was also noted that libraries offer such space. Youth centers may be able to offer free meeting space or generate revenue by renting it out.

» There are ample opportunities for County departments to learn more about and cross-promote each other's youth service offerings. It would be helpful to have a table of public sector partners who meet regularly to share information, collaborate on youth service delivery, and coordinate with contracted nonprofits delivering youth center services.

SPECIAL POPULATIONS & EQUITY

Existing needs assessments reviewed as part of the youth centers planning process universally called attention to the racial and socio-economic disparities in opportunities and outcomes experienced by BIPOC youth in Contra Costa across numerous domains. Black youth in particular were often cited as being a high priority for attention and investment across a number of existing reports.

The community engagement results appended to this plan reflected a consensus across Districts 3, 4, and 5 that the youth centers should prioritize services for young people who are low-income and/or system-involved. County staff also called out the needs of these and other subpopulations of youth who are most disenfranchised and most in need of services and support. Specifically, they mentioned:

» The prevalence of need among transitional-aged youth (TAY), i.e., older adolescents and young adults, commonly defined as youth 16–24 years old. Ample research recognizes this period as a distinct and critical phase of human development during which young people experience rapid growth and change. County partners and existing local needs assessments identify at-risk subpopulations of TAY who could benefit from youth center services, particularly those who may be ineligible for other TAY-specific services within the existing system of care.

» The importance of recognizing cultural and demographic differences across populations and geographic regions. Respondents identified a need for service providers who are attuned to the unique culture and community needs specific to East County, and even to far East County as a distinct geography.

» The particular transportation and language barriers faced by farmworker families.

» Service gaps for LGBTQ+ and gender expansive youth, especially those identifying as girls.

» The need for services tailored to trafficking victims and perpetrators.

» The high needs of system-involved youth, including foster youth, justice-involved youth, homeless youth and noncustodial parents owing child support. For example, a recent report found that the top service needs of probation-involved youth in the County include behavioral health services and prosocial skills, peers and social support network, family and living arrangements and education and employment services.[15] Respondents noted a potential value in making the services of related County systems available onsite at the youth centers but also cautioned that the presence of certain types of enforcement personnel, some of whom are armed, could have a determinantal effect on youths' perception of the centers as welcoming environments.

» Participants in County restorative justice and diversion programs for youth. County partners noted that these programs are currently offered at the RYSE youth center in West County and that offering them at the Measure X youth centers would make regular participation easier for young people who live in East and Central County, with the added benefit of connecting at-risk youth to other services and programming. Additionally, the County Library and the Probation Department are in the early stages of a partnership to offer libraries as places for restorative justice and diversion programs for youth.

» Youth in need of noncriminal legal services, such as immigration related services or help with federal benefit applications.

More generally, some County partners also spoke to the need to be intentional about the dynamics of serving a wide age range of youth in one space, mentioning protocols to ensure that interactions are safe and appropriate, openness to the positive benefits that can occur when age groups are co-mingled, and provision of age-appropriate programming.

Finally, many County informants and existing local needs assessments emphasized the importance of centering the voices of youth, families, and communities most impacted by systemic racism and inequities when designing policies, programs, and services intended to address those inequities.

Best Practices in Serving Youth

This section summarizes findings and common themes from a literature review on best practices in serving youth. Appendix C contains a list of the documents reviewed as a point of reference for those who wish to learn more.

Positive Youth Development

Positive youth development describes an underlying philosophy and evidence-based approach to fostering positive outcomes for youth that is holistic, relationship-based, and focused on young peoples' strengths and capabilities rather than their deficits. Many reputable organizations, including the U.S. Department for Health and Human Services' Administration for Families and Children, endorse the positive youth development approach.

Hallmarks of the positive youth development approach include:

- Viewing young people positively and treating them with respect.
- Programming informed by an understanding of research that suggests protective factors such as strong social ties, healthy self-esteem and positive role models can help young people build resilience and thrive in spite of adversity.
- Empowering young people by meaningfully involving them in program design and delivery and by sharing decision-making authority. Research suggests that higher levels of shared control between adults and youth are correlated with program quality and positive youth outcomes.
- Providing opportunities for young people to learn, experiment with and demonstrate increasing levels of skill, competency and leadership capability.
- Providing opportunities for young people to build socio-emotional skills.
- Providing access to caring adults, cultivating a sense of belonging among program participants, and creating opportunities for youth to develop a positive sense of self-worth.

Program Strategies and Interventions

Program strategies and interventions utilized by successful youth-serving organizations include the following. Reference sources emphasize the importance of these strategies particularly when serving high need and disconnected youth.

- Anticipating and removing as many barriers as possible to make it as easy as possible for youth to access services.
- Ensuring that the basic needs of youth are met and that they are linked to broader community resources.
- Building effective collaboration among public agencies, multi-disciplinary community-based organizations, schools and families in order to provide a holistic and coherent array of services and supports. Services may be offered through a one-stop model or through linkage to service partners. More intensive service models for high-risk youth may incorporate an advocate who develops a trusting relationship with the young person and their family and facilitates their access to services and supports.
- Offering training, programs, experiences and mentoring designed to help youth build specific skills, competencies and self-confidence in the core areas they need to succeed in life.
- Helping youth build positive relationships with peers and adults, social and emotional support networks and a sense of connectedness and belonging.
- Providing opportunities for young people to give back to the community, develop positive social norms, participate in paid employment experiences, and otherwise develop a sense of efficacy, meaning and mattering.
- Giving intentional consideration to program quality and designing programs to deliver engaging activities that target the development of a particular skill or competency are more likely to yield positive youth experiences and positive outcomes.

Organizational Best Practices

The literature highlights organizational best practices for youth-serving agencies, including the following:

- Basic organizational infrastructure such as clear mission statement, a strategic plan, fiscal management systems and communication protocols is in place.
- Staff are available to and relate well to youth, model positive and healthy behaviors, are well-trained in the use of empowering youth practice and in their area of service delivery, and are well-supported to carry out the mission of the organization.
- Policies and programs are tailored to the developmental needs and stages of adolescence, e.g., allowing youth to take on more responsibility and leadership as they gain experience and demonstrate maturity.
- Youth and families are authentically engaged in organizational decision-making that goes beyond merely soliciting feedback or advice.
- Programs create physical and psychological safety for participants, and are culturally competent and responsive to the unique needs of each youth served.
- Program space is safe, welcoming, non-stigmatizing and youth-friendly.
- The organization sets clear norms and expectations for the behavior of program participants.
- Programs use evidence-based and data-informed practices.
- The organization has data-collection systems and a regular program evaluation plan in place. (Various examples of performance metrics and measurement frameworks for youth-serving organizations exist in the literature.)

Implementation Activities

Plans for the three Measure X youth centers continue to evolve. In parallel with ongoing planning and design work, the EHSD is moving forward with the following implementation activities.

Site Selection

As of the publication date of this report, prospective sites have been identified in all three supervisorial districts, but site selections are still pending approval by the BOS. The EHSD will work closely with the County Administrator's Office to bring plans for each site to the BOS for consideration, as discussed in greater detail in each of the district-specific plans found in the following sections of this report.

Provider Selection

Over the summer, the EHSD will prepare for competitive procurement of the Measure X funds available to support youth centers and/or youth services in Districts 3, 4 and 5. The Department currently anticipates that providers interested in delivering Measure X-funded youth services will be invited to apply to a Request for Proposals (RFP) released concurrently with the Workforce Development Board's upcoming procurement of youth programming in September 2024. Prior to the release, the Youth Committee of the WDBCCC is expected to add permanent youth members, who will be invited to participate in evaluating responses to the RFP. The EHSD has also spoken with some youth center operators to identify their lessons learned and best practices and will continue to research and conduct site visits to existing youth centers in the Bay Area during the coming months to help inform the RFP.

The solicitation and the resulting contracts will include expectations that all selected providers deliver services in alignment with the approaches described in the *Best Practices in Serving Youth* section of this report. The EHSD will also require that youth centers establish structured mechanisms to elevate youth voice and create meaningful opportunities for ongoing youth leadership in shaping policies, space design, programming and operations. Consistent with community feedback, the procurement will seek information about how each provider staffs it services, looking favorably upon organizations that utilize peer-to-peer models, train their staff in trauma-informed and evidence-based practices, and/or employ staff who have roots in the community and lived experience of the conditions that Contra Costa's disadvantaged youth face. Finally, all funded service providers will be required to demonstrate sound fiscal management practices and the organizational capacity to track and evaluate service outcomes, which will be defined through the RFP.

In addition to specifying service requirements that apply to all Measure X-funded youth service providers, the RFP will include requirements that are tailored to the unique needs and community feedback from each district.

Partnership Development

Following the award of Measure X funding, the EHSD will work closely with selected providers to ensure that each contract has clear and measurable outcomes attached to it, and to support providers' planning and preparation for the launch of services early in FY 25–26. Additionally, the EHSD will take the lead on working with other County departments and host cities to leverage existing publicly-funded services at the youth centers, and to ensure that Measure X-funded nonprofits know how to connect their youth participants to the broader service delivery system.

Board Approvals

The completion of the community engagement process and the submission of this *Implementation Plan* to the Board of Supervisors mark significant milestones of progress towards realizing the vision to create three new youth centers in Contra Costa County. As the implementation phase moves forward, County departments will seek the Board's approval at the following junctures:

- Real estate transactions will be brought to the BOS for review and approval after identified sites for each of the three centers are vetted by staff. Depending on the particulars of each site, this may include approval of facility leases, term sheets associated with securing an existing site, facility renovation plans and budgets, and/or new construction budgets and contracts.
- After awarding Measure X funds to youth service providers through its RFP process, the EHSD will bring the recommended contracts and contract budgets to the BOS for approval. First contract approvals are anticipated by the end of FY 24–25.

Execution of District Plans

The sections that follow contain implementation plans for each of the three supervisorial districts that are slated to host a youth center. Each plan is informed by County government stakeholder interviews, data review, conversations with County Supervisors, and the district-specific findings of the community engagement process (see Appendix A).

District 3 Youth Center Implementation Plan

DISTRICT 3 YOUTH PROFILE

There are 22,741 youth ages 12–18 in the district.

Racial distribution of 12–18 year olds:

- 33% White
- 22% Mixed Race
- 16% Black/African American
- 16% Other
- 13% Asian/Pacific Islander

Percent of youth ages 12–18 who are Hispanic/Latino: 37%

Language spoken at home by 12–18 year olds:

- 79% English
- 16% Spanish
- <2% All other languages

Poverty rate for families with youth ages 12–18 is 7%, compared to 10.5% countywide.

School and employment connection among 16–18 year olds:

- 93% are in school
- 26% are employed
- 5% are disconnected from both school and employment

District share of public benefits enrollment among 12–18 year olds:

- 22% of Medi-Cal youth
- 25% of CalFresh youth
- 26% of CalWORKs youth

** Benefits enrollment data for April 2024 was provided by the EHSD. All other data is from the U.S. Census Bureau's 2022 American Community Survey (see Appendix D).*

District 3, represented by Supervisor Diane Burgis, includes the unincorporated areas of Bethel Island, Byron, Discovery Bay and Knightsen and the cities of Antioch, Brentwood and Oakley. Antioch is the largest city in District 3 and in East County as a whole.

This implementation plan for the Measure X youth center in District 3 is informed by community input from residents and youth service providers within the district (see Appendix A), a review of data and other pre-existing needs assessments, interviews with County government subject matter experts, and conversations with the District 3 Supervisor.

Population Focus

Consistent with community feedback, the District 3 youth center will serve middle and high school-aged youth. While the center will emphasize inclusivity and be welcoming of all youth who wish to attend, community feedback indicated a priority on serving youth who are system-involved and/or from low-income families. To engage and effectively meet the needs of these special populations, the center will utilize targeted outreach strategies and offer services tailored to young people touching the child welfare, juvenile justice and public assistance systems. The EHSD and the Probation Department will support engagement of these special populations. Given that 16 percent of 12–18 year olds in the district speak Spanish at home, the youth center will also prioritize provision of culturally and linguistically appropriate services for the Hispanic/Latino population.

Priority Programs and Services

Based on community input, the top priority programs and services for the District 3 youth center include:

- sports leagues/fitness programs,
- behavioral and mental health supports, including substance use education, prevention and treatment and resources for dealing with pressure from peers and social media,
- academic support and tutoring,
- youth employment services, and
- music, art and cultural programs.

The District 3 center will also seek to connect low-income and system-involved young people to existing county-funded and community-based services and supports, including Medi-Cal enrollment support, access to food and other basic needs, and housing supports, through a combination of onsite services co-location and navigation support.

As its budget and partnerships with other service providers allow, the District 3 youth center will additionally seek to make counseling, youth leadership, counseling, social/emotional growth programming, and whole family support services available.

Location and Hours

Nearly half of the community respondents from District 3 identified Antioch as a good location to house the youth center. Brentwood was the second choice, named by slightly more than a third.

Existing local plans and needs assessments validate the community input. For example, the County's plan to prevent entries into the child welfare and juvenile justice systems reports that Antioch had one of the highest juvenile arrest rates in 2022,[16] and identifies East County, including Antioch, as having the greatest need for additional resources and services.[17] A separate recent Probation Department report identifies Antioch as being at significant public safety risk from juvenile crime and a priority for consideration in the disbursement of Juvenile Justice Prevention Act and Youthful Offender Block Grant funds.[18]

Regardless of which location is selected, special consideration will be given to public transit and other transportation strategies in order to ensure easy access for youth who live in far East County.

As of the release date of this report, the County has identified and is currently assessing an exisitng parcel of land in proximity to Antioch, Brentwood, and Oakley as a potential site for construction of a new youth center in District 3.

While operating hours will be constrained by available budget, to the extent possible the District 3 center will prioritize access to programming during the afternoons and evenings 7 days a week, as well as extended hours during summer and other out-of-school times.

Timeline and Next Steps

The table below provides an overview of anticipated next steps in the process of bringing the District 3 youth center online and a tentative timeline for upcoming activities.

ACTIVITY	TIMELINE
Complete site assessment and concept plans for identified parcel and bring new capital appropriation request to the BOS for approval	FY 24–25
EHSD releases procurement for Measure X-funded youth services	September 2024
EHSD awards contract(s) for interim youth services at existing service locations District 3	By the end of FY 24–25
Target date to launch interim youth services in District 3	July 2025
Estimated timeline to open new youth center in District 3	2–5 years

Assessment of the potential site for construction of a new youth center in District 3 is still underway. If the County determines through its assessment that the site is feasible, it will conduct a property valuation and develop a concept plan. A recommendation to approve the site will then move forward to the BOS for consideration, accompanied by a new capital appropriation request, which will be required to fund the cost of new construction beyond the $5 million that is already allocated for one-time start-up costs in District 3.

As described in the *Implementation Activities* section of this report, in September 2024 the EHSD will issue an RFP for the Measure X youth centers. Because construction of a new youth center will take several years, for District 3 the RFP will invite proposals to deliver a mix of youth programs and services directly and/or through subcontracted partners at existing service locations within District 3 beginning in July 2025. One or more providers may be selected. Depending on the timing of the new site opening, County-funded service providers in good standing will either be invited to re-apply or to relocate existing Measure X-funded services to the new facility once it is ready to open.

District 4 Youth Center Implementation Plan

DISTRICT 4 YOUTH PROFILE

There are 19,185 youth ages 12–18 in the district.

Racial distribution of 12–18 year olds:

- 44% White
- 29% Mixed Race
- 15% Asian/Pacific Islander
- 11% Other
- 1% Black/African American

Percent of youth ages 12-18 who are Hispanic/Latino: 31%

Language spoken at home by 12–18 year olds:

- 63% English
- 23% Spanish
- <4% All other languages

Poverty rate for families with youth ages 12–18 is 7.3%, compared to 10.5% countywide.

School and employment connection among 16–18 year olds:

- 95% are in school
- 21% are employed
- 4% are disconnected from both school and employment

District share of public benefits enrollment among 12–18 year olds:

- 15% of Medi-Cal youth
- 14% of CalFresh youth
- 15% of CalWORKs youth

** Benefits enrollment data for April 2024 was provided by the EHSD. All other data is from the U.S. Census Bureau's 2022 American Community Survey (see Appendix D).*

District 4, represented by Supervisor Ken Carlson, is home to the County's largest city, Concord, and also encompasses the communities of Clayton, Pleasant Hill, Walnut Creek, and the unincorporated Contra Costa Centre and Morgan Territory.

This implementation plan for the Measure X youth center in District 4 is informed by community input from residents and youth service providers within the district (see Appendix A), a review of data and other pre-existing needs assessments, interviews with County government subject matter experts, and conversations with the District 4 Supervisor.

Population Focus

Consistent with community feedback, Measure X-funded services at the District 4 youth center will prioritize middle and high school-aged youth. While the center will emphasize inclusivity and be welcoming of all youth who wish to attend, community feedback indicated a priority on serving youth who are system-involved and/or from low-income families. To engage and effectively meet the needs of these special populations, the center will utilize targeted outreach strategies and offer services tailored to young people touching the child welfare, juvenile justice and public assistance systems. The EHSD and Contra Costa Probation will support engagement of these special populations. The center will also consider the needs of youth with disabilities and neurodivergent youth, additional populations surfaced by the community as meriting special consideration in District 4. Finally, given that 23 percent of 12–18 year olds in District 4 speak Spanish at home (as compared to 21 percent Countywide), the youth center will also prioritize provision of culturally and linguistically appropriate services for the Hispanic/Latino population.

Priority Programs and Services

Based on community input, the top priority programs and services for the District 4 youth center include:

- behavioral health services and resources, including mental health supports, counseling, groups to help deal with common sources of pressure such as academic performance and personal identity

development, and substance use education, prevention and treatment,

- mentoring programs,
- youth employment services,
- academic support and tutoring, and
- affordable recreational activities, sports and fitness programs.

The District 4 center will also seek to connect low-income and system-involved young people to existing county-funded and community-based services and supports, including Medi-Cal enrollment support, access to food and other basic needs, and housing supports, through a combination of onsite services co-location and navigation support.

As its budget and partnerships with other service providers allow, the District 4 youth center will additionally seek to make arts/music/cultural, youth leadership, counseling, social/emotional growth programming, and whole family support services available.

Location and Hours

District 4 community members named Concord more often than any other city or neighborhood when asked about the ideal place for a new youth center. Within Concord, the Monument Corridor neighborhood also surfaced as a suggested location to reach youth most in need. Regardless of specific location, community members requested that the site be central and easily accessible by public transportation.

Other local data also indicate Concord as a place of high need. The Probation Department identified Concord (and three other cities outside District 4) as being at significant public safety risk from juvenile crime and a priority for consideration in the disbursement of Juvenile Justice Prevention Act and Youthful Offender Block Grant funds.[19] Concord also had one of the highest juvenile arrest rates in 2022.[20]

As of the release date of this report, an existing facility in Concord has been identified as a potential site for the District 4 youth center.

While operating hours will be constrained by available budget, the District 4 center will prioritize access to programming during weekday afternoons and evenings, and if possible weekend afternoons and mornings, as well as extended hours during holidays and school breaks.

Timeline and Next Steps

The table below provides an overview of anticipated next steps in the process of bringing the District 4 youth center online and a tentative timeline for upcoming activities.

ACTIVITY	TIMELINE
Board approval of District 4 youth center capital grant and term sheet	August 2024
EHSD releases procurement for Measure X-funded Youth center service delivery	September 2024
EHSD awards youth center service contract(s) for District 4	By the end of FY 24–25
Services launch at District 4 youth center upon completion of site renovations	July 2025

Vetting and negotiations regarding the site for the District 4 youth center are still underway. If the site is determined to be feasible, the EHSD anticipates that a draft term sheet outlining the conditions of a capital grant to the operator of the existing facility will be brought to the Board of Supervisors for approval in Summer 2024.

As described in the *Implementation Activities* section of this report, in September 2024 the EHSD will issue an RFP for the Measure X youth centers. For District 4, the RFP will invite proposals to deliver a mix of youth programs and services directly and/or through subcontracted partners at the identified facility beginning no later than July 2025. One or more providers may be selected.

District 5 Youth Center Implementation Plan

DISTRICT 5 YOUTH PROFILE

There are 18,900 youth ages 12–18 in the district.

Racial distribution of 12–18 year olds:

- 24% Mixed Race
- 24% Other
- 19% Asian/Pacific Islander
- 18% White
- 16% Black/African American

Percent of youth ages 12–18 who are Hispanic/Latino: 45%

Language spoken at home by 12–18 year olds:

- 58% English
- 28% Spanish
- <5% All other languages

Poverty rate for families with youth ages 12–18 is 20%, compared to 10.5% countywide.

School and employment connection among 16–18 year olds:

- 95% are in school
- 21% are employed
- 2% are disconnected from both school and employment

District share of public benefits enrollment among 12–18 year olds:

- 26% of Medi-Cal youth
- 28% of CalFresh youth
- 30% of CalWORKs youth

** Benefits enrollment data for April 2024 was provided by the EHSD. All other data is from the U.S. Census Bureau's 2022 American Community Survey (see Appendix D).*

District 5, represented by Supervisor Federal D. Glover, encompasses the north shore of Contra Costa County and spans the width of the County from east to west. The district includes the cities of Hercules, Martinez, Pittsburg and portions of Pinole and Antioch, as well as the unincorporated communities of Alhambra Valley, Bay Point, Briones, Rodeo, Pacheco, Crockett, Tormey, Port Costa, Mt. View, Vine Hill, Reliez Valley and Clyde. The youth center will be located in the central or eastern part of the district.

This implementation plan for the Measure X youth center in District 5 is informed by community input from residents and youth service providers within the district (see Appendix A), a review of data and other pre-existing needs assessments, interviews with County government subject matter experts, and conversations with the District 5 Supervisor.

Population Focus

Consistent with community feedback, the District 5 youth center will serve middle and high school-aged youth. While the center will emphasize inclusivity and be welcoming of all youth who wish to attend, community feedback indicated a priority on serving youth who are system-involved and/or from low-income families. To engage and effectively meet the needs of these special populations, the center will utilize targeted outreach strategies and offer services tailored to young people touching the child welfare, juvenile justice and public assistance systems. The EHSD and the Probation Department will support engagement of these special populations. The center will also consider the needs of households headed by single parents, another population surfaced by the community as meriting special consideration in District 5.

A disproportionate percentage of youth in District 5 identify as Hispanic/Latino (45 percent as compared to 36 percent Countywide) and speak Spanish at home (28 percent as compared to 21 percent Countywide). Therefore, the youth center will also highly prioritize provision of culturally and linguistically appropriate services for this population.

Priority Programs and Services

Based on community input, the top priority programs and services for the District 5 youth center include:

- behavioral and mental health support and resources,
- academic support and tutoring,
- youth leadership opportunities,
- youth employment services, and
- music, arts, and cultural programs.

District 5 has a distressingly high 20 percent poverty rate among families with youth ages 12–18, nearly double the countywide rate. District 5 also has more than a quarter of the County's youth caseloads for major public benefits programs (i.e.., Medi-Cal, CalFresh and CalWORKs). As a result, the youth center in District 5 will adopt a whole-family support approach, connecting low-income program participants to a robust array of existing County-funded and community-based services and supports, including public benefits enrollment support, access to food and other basic needs, and housing supports, through a combination of onsite services co-location and navigation support.

As its budget and partnerships with other service providers allow, the District 5 youth center will additionally seek to make programming available in other areas mentioned in community and county partner feedback, including fitness and recreation, counseling, mentoring, and financial literacy training. This last service was identified by youth as a priority service need in a recent assessment conducted in the City of Pittsburg, which otherwise identified needs that closely mirrored the priorities bulleted above that emerged from the Measure X youth centers community engagement process."[21]

Location and Hours

Feedback from District 5 stakeholders elevated Pittsburg as the most favored location for a youth center, followed by Antioch and Bay Point. Community informants also stressed the need for the center to be near public transportation. Some noted that placing the youth center in underserved areas of high need and low resources, which would have the dual benefit of providing support to youth in those neighborhoods and bringing together youth from diverse socioeconomic backgrounds.

Other local data also indicate Pittsburg and Antioch as places of high need. The County's plan to prevent entries into the child welfare and juvenile justice systems identified East County, which includes the cities of Antioch and Pittsburg, as having the greatest need for additional resources and services.[22] The Probation Department identified Pittsburg and Antioch (and two other cities outside District 5) as being at significant public safety risk from juvenile crime and a priority for consideration in the disbursement of Juvenile Justice Prevention Act and Youthful Offender Block Grant funds.[23] Antioch also had one of the highest juvenile arrest rates in 2022.[24]

Consistent with community input, the District 5 youth center will be located in a new building to be constructed on the County-owned Los Medanos site in Pittsburg, which is currently home to a County-operated health clinic. The site is also in close proximity to an adult school, a community college and an EHSD office offering children and families, adult and aging, and workforce development services. Los Medanos is approximately 1.7 miles from the Pittsburg Center BART station and multiple public bus routes serve the area. While operating hours will be constrained by available budget, the District 5 center will prioritize access to programming seven days a week during the afternoons and evenings, as well as extended hours during holidays and school breaks, with a lesser priority on morning hours.

Timeline and Next Steps

The table below provides an overview of anticipated next steps in the process of bringing the District 5 youth center online and a tentative timeline for upcoming activities.

ACTIVITY	TIMELINE
EHSD releases procurement for Measure X-funded youth services	September 2024
Bring concept plan and new capital appropriation request to the BOS for approval	FY 24–25
EHSD awards youth center operating and service contract(s) for District 5	By the end of FY 24–25
Target date to launch interim youth services in District 5	July 2025
Estimated timeline to open new youth center in District 5	2–3 years

Given that the County owns the Los Medanos site, planning for construction of the youth center can begin relatively quickly. Once a concept plan is drafted, County

staff will bring the plan to the BOS for consideration, accompanied by a new capital appropriation request, which will be required to fund the cost of new construction beyond the $5 million that is already allocated for one-time start-up costs in District 5.

As described in the *Implementation Activities* section of this report, in September 2024 the EHSD will issue an RFP for the Measure X youth centers. Because construction of a new youth center will take several years, the RFP will invite proposals to deliver a mix of youth programs and services directly and/or through subcontracted partners at existing service locations within District 5 beginning in July 2025. Current structures located at the Los Medanos site have some underutilized space that can be utilized to offer services while the new building is under construction. The EHSD will evaluate this space and make it available to nonprofit service providers awarded through its RFP process, as appropriate. One or more providers may be selected. Depending on the timing of the new site opening, County-funded service providers in good standing will either be invited to re-apply or to relocate existing Measure X-funded services to the new facility once it is ready to open.

Endnotes

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Appendix A: Contra Costa County Measure X Youth Centers Community Engagement Report

CONTRA COSTA COUNTY

Measure X Youth Centers Community Engagement Report

Community Engagement and Report by
Social Change Partners and New Ways to Work

June 27, 2024

Contra Costa County
Employment & Human Services
Building Brighter Futures Together

Workforce Development Board
Contra Costa County

Contents

Executive Summary 3
Introduction 5
Measure X Youth Centers 5
Community Engagement Process 6
Timeline 6
Methodology and Interpretation of Results 7
Listening Sessions 7
Survey 8
Outreach Methods 9
Interpreting the Data 9
District 3 11
Summary: District 3 Respondents 11
Priority Populations 11
Challenges Faced by Young People in the Community 13
Recommended Youth Center Programming 14
Locations 16
Operating Hours 16
Staffing Considerations 17
District 4 18
Summary: District 4 Respondents 18
Priority Populations 18
Challenges Faced by Young People in the Community 20
Recommended Youth Center Programming 21
Locations 22
Operating Hours 22
Staffing Considerations 23
District 5 24
Summary: District 5 Respondents 24
Priority Populations 24
Challenges Faced by Young People in the Community 26
Recommended Youth Center Programming 27
Locations 28
Operating Hours 28
Staffing Considerations 29
Appendix A: Contra Costa County Measure X Youth Centers Community Listening Sessions 30
Appendix B: Listening Session Script 34
Appendix C: Existing Organizations and Programs for Reference 36
Appendix D: Survey 41
Appendix E: Advertising Samples 45

Executive Summary

Measure X, a 20-year, ½ cent sales tax approved by Contra Costa County voters in November 2020, aims to fund various essential health and social services. Based on a recommendation by the Measure X Community Advisory Board, the Contra Costa County Board of Supervisors approved Measure X funding for the development of three new youth centers in the county.

This Community Engagement Report summarizes findings from a comprehensive public engagement process conducted from October 2023 to May 2024, which included 32 listening sessions with 488 attendees and an online survey completed by 329 respondents. Participants in the community engagement process were residents of or youth service providers in Contra Costa County Districts 3, 4, and 5. Youth comprised 45% of total participants, with far more attending listening sessions (351) than responding to the survey (10). The stakeholder feedback contained in this report will be used by the Board of Supervisors and County staff to inform implementation plans for the three Measure X youth centers. The resulting service sites will undoubtedly be enhanced by the rich input that community members took time to provide.

In sum, the community input reveals a strong consensus across Districts 3, 4, and 5 regarding the key priorities and preferences for the youth centers, emphasizing the importance of creating inclusive spaces that cater to the needs of diverse youth populations aged 13–18, with a shared priority to provide programs and services that promote mental health, academic support, recreation, and youth employment resources. Respondents stressed the importance of easily accessible locations, afternoon and weekend hours of operation, and staff who have experience working with youth and strong connections to the community. Participants across districts also saw involvement from the community and schools as essential for the success of the youth centers.

While the overarching themes remained consistent, there were also variations in community feedback across the three districts. The overarching themes are provided here and the district variations are detailed in the three district-specific sections.

	PARTICIPANTS
LISTENING SESSIONS	488 *primarily youth*
SURVEYS	329 *primarily adults*

Ages

Over 80% of survey respondents believed that youth ages 13 to 17 are the primary age group the youth centers should serve. Nearly two-thirds of respondents felt the centers should serve 18-year-olds, with support dropping off from each age thereafter up to 25. Listening session attendees aligned with survey respondents, with the consensus being that centers should serve middle and high school-aged youth. Listening session attendees emphasized the importance of separation between age groups, either by time or space. Attendees expressed concerns over mixing minors with youth over 18 and mixing middle school youth with high school youth. Some concerns related to safety, while others focused on the age-appropriateness of programming.

Priority Sub-Groups

Survey respondents emphasized the need to prioritize youth from systems of care and low-income families, while also noting that the centers should be open to all youth in the community without distinction. This aligns with the listening session discussions, where participants emphasized the importance of creating an inclusive environment that welcomes youth from diverse backgrounds and avoids stigmatizing special priority populations, while providing additional services for systems-involved youth.

Youth Challenges

The survey results and listening session findings paint a picture of the primary challenges faced by youth in Contra Costa County, with mental health, lack of low-cost recreation opportunities, and substance abuse emerging as the most pressing concerns across all districts. While peer pressure and the negative impacts of social media were not explicitly included as options in the survey, listening session attendees, particularly youth, frequently mentioned these challenges.

Programming

Across all districts, the survey results highlight the importance of behavioral and mental health support, which respondents consistently ranked as the top priority. Participants in listening sessions also highlighted the need for these services, and noted the difficulty youth face in accessing mental health resources. Academic support, recreation, and youth employment services were also shared priorities for youth center programming.

Location

Respondents across all districts stressed the importance of centers that are easily accessible by public transportation and located in central, safe areas. Regardless of the specific location, participants emphasized the importance of creating a space that appeals to youth. The residency of survey respondents and session attendees also likely influenced their responses.

Hours of Operation

Overall, feedback regarding preferred hours of operation for youth centers was remarkably consistent across all districts in both the listening session discussions and the survey results, emphasizing out-of-school times (i.e., weekday afternoons and evenings, weekend afternoons) when youth are most likely to need and benefit from their services. Listening session attendees also thought centers should be open seven days a week, with extended weekday hours during out-of-school times such as the summer.

Staffing Considerations

Survey respondents across all districts consistently ranked "Having general experience working with youth" as the most important staff characteristic. Respondents also prioritized "Having lived experience" (i.e., firsthand knowledge and wisdom gained through personal involvement in specific situations or circumstances) and "Being from the community where the new youth center will be located." Listening session attendees agreed on the importance of these qualities, but also expressed the importance of staff who can relate to youth, are emotionally intelligent, are strong communicators, and have a passion for working with youth.

Introduction

Measure X Youth Centers

Measure X is a countywide 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020. The County began collecting the tax on April 1, 2021. The ballot measure language 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."

The Board of Supervisors (BOS) established a 27-member Measure X Community Advisory Board (MXCAB) to advise the BOS on the use of Measure X funds. The MXCAB is a diverse and broadly representative group of individuals who live and/or work in Contra Costa County. The primary responsibilities of the MXCAB are to oversee a regular written assessment of community needs; to recommend general Measure X funding priorities to the BOS, based on the findings of the Needs Assessment; and to provide an annual report to the BOS on the outcomes and impact of allocated Measure X funds.

The MXCAB organized its funding recommendations into five goal areas derived from the original language of Measure X:

Goal #1: Mental Well-Being

We strive to be a community that supports the mental and behavioral health and well-being of all residents through prevention, crisis response services, intersectional supports, and innovative cross-sector approaches.

Goal #2: Equity in Action

We strive to be a community that prioritizes equity and removes structural barriers that cause inequities and poverty, so that all residents can thrive.

Goal #3: Healthy Communities

We strive to be a community in which all residents have access to affordable, timely, culturally responsive healthcare; adequate housing; high-quality childcare; and nutritious food, all of which have become more urgent as we address the ravages of the pandemic.

Goal #4: Intergenerational Thriving

We strive to be a community that intentionally strengthens and provides support for all residents and for family members of all generations, including children, youth, and older adults.

Goal #5: Welcoming & Safe Community

We strive to be a community where all residents feel safe and welcome and receive emergency help when they need it.

Following months of information gathering, testimony, public comment and discussion, including a June 9, 2021, hearing on the needs of youth and young adults in Contra Costa County, the MXCAB began to coalesce around funding priorities. In August 2021, the MXCAB polled its members to generate a ranked list of priorities for submission to the BOS. The poll included "community-based youth centers & services'" as one option for funding. Of the 19 voting MXCAB members, 95 percent rated youth centers as a high priority. The MXCAB Report to the Contra Costa Board of Supervisors, dated October 6, 2021, included a recommendation to invest in youth centers as one strategy under Goal #4 (Intergenerational Thriving).

The BOS approved funding for three new youth centers in Contra Costa County: one in District 3, which includes Discovery Bay, part of Antioch, Bethel Island, Brentwood, Oakley, and surrounding unincorporated areas; another in District 4, which includes Concord, Clayton, Pleasant Hill, Walnut Creek, and surrounding unincorporated areas; and another in District 5, which includes Pittsburg, part of Antioch, and surrounding unincorporated areas, including Bay Point.

Community Engagement Process

The Contra Costa County Employment & Human Services Department (EHSD) contracted with Social Change Partners, who in turn subcontracted with New Ways to Work, to conduct public engagement facilitation services for the purpose of gathering community input to inform the development of a Request for Proposal (RFP) to select organizations to operate and deliver services at three Measure X-funded youth centers in Districts 3, 4, and 5. The Youth Committee of the Workforce Development Board of Contra Costa County (WDBCCC-YC) oversaw this work. To further support the implementation of the project, the WDBCCC-YC approved a Measure X Youth Centers Ad Hoc Committee comprised of community leaders and subject matter experts in youth development to review the data, findings, and recommendations generated through the community input.

Members of the Ad Hoc Committee are:

- **Gina Del Carlo,** Earn and Learn and WDBCCC-YC member
- **Kiki Farris,** Contra Costa County Probation
- **Don Graves,** Contra Costa County Employment & Human Services Independent Living Skills Program (ILSP)
- **Cori Johnson,** Rainbow Community Center
- **Dana Johnson,** Rainbow Community Center
- **Natasha Paddock,** COPE Family Services
- **Christy Saxton,** Contra Costa Health, Housing and Homeless Services team (H3)

The community engagement aimed to explore the following as pertinent to each of the youth centers:

1. Identification of demographics of the target population (e.g., age ranges, sub-groups)
2. Challenges and service needs of youth
3. Identification of programs and services to be provided
4. Potential youth center locations and siting considerations
5. Center operating hours
6. Staffing considerations

Timeline

AUGUST–OCTOBER 2023

Identified key channels and methods of outreach.

OCTOBER 2023–MAY 2024

Thirty-two community listening sessions were held with 488 attendees and an online survey was completed by 329 respondents.

DECEMBER 2023–JUNE 2024

The Ad Hoc Committee met four times to discuss implementation of the community engagement process, assess emerging data and findings, and review and provide feedback on this report.

JUNE 2024

The Ad Hoc Committee to the Youth Committee of the Workforce Development Board of Contra Costa County submitted this report with a recommendation to approve and transmit to the Board of Supervisors.

Methodology and Interpretation of Results

Listening Sessions

Between October 2023 and May 2024, there were 32 community listening sessions held virtually and in person across Districts 3, 4, and 5, with 488 people attending these sessions. Youth under the age of 25 constituted 73% of attendees (n=354), while adults comprised the other 27% (n=134). A full list of listening session dates, locations, and participant counts is provided in Appendix A.

The listening session script (Appendix B) aligned with the questions in the online survey so that results could be compared. However, the listening session format allowed for participant interaction, resulting in the collection of more nuanced and detailed qualitative data to complement the survey instrument. The eight questions discussed during the sessions were:

1. Which ages should the youth centers focus on?
2. Which particular groups of young people do you think are most in need of a youth center?
3. What are the main challenges faced by young people in your neighborhood?
4. What kind of programs would you like the youth center to offer?
5. What should the County consider when thinking about potential locations for the centers?
6. When should the centers be open?
7. What skills, experiences, or characteristics of youth center staff are most important in helping youth achieve their goals?
8. Are there existing youth centers, nonprofit organizations, or programs that the County should take a look at? A full list of responses to question number 8 is included in Appendix C. This list will be used during the implementation phase to research comparable youth centers, identify best practices, and to invite organizations to apply to be a Measure X youth center operator or service provider.

For questions 2–5 and 7, session facilitators provided prompts as to possible answers if needed (e.g., "potential programming might consist of youth leadership opportunities, mental health support and resources, or sports leagues and fitness programs"). Prompts were rarely necessary.

The facilitators of the listening sessions took notes and/or recorded sessions, which were subsequently reviewed to identify the key themes and priorities brought up in each district. Before including facilitators' feedback on session themes and priorities in this report, another party cross-checked the facilitators' opinions against session notes and/or recordings to ensure alignment.

The following collaborators hosted in-person listening sessions:

DISTRICT 3

- ✓ Antioch Community Center
- ✓ Brentwood Community Center
- ✓ Deer Valley High School (Antioch)
- ✓ Freedom High School (Oakley)
- ✓ Liberty High School (Brentwood)
- ✓ Opportunity Junction (Antioch)
- ✓ Oakley Youth Advisory Council

DISTRICT 4

- ✓ Concord Library

DISTRICT 5

- ✓ Antioch High School
- ✓ Antioch Library
- ✓ Bay Point Municipal Advisory Council
- ✓ Beat the Streets (Antioch)
- ✓ City of Pittsburg Youth Advisory Council
- ✓ People Who Care (Pittsburg)
- ✓ Pittsburg High School
- ✓ Pittsburg Senior Center

Although not everyone at listening sessions identified themselves, it is known that, in addition to the hosting organizations, people from the following organizations provided feedback at listening sessions:

DISTRICT 3

- ✔ Brentwood Youth Commission

DISTRICT 4

- ✔ Concord Community Youth Center
- ✔ Mt. Diablo USD HOPE Program for Unhoused Youth

DISTRICT 5

- ✔ Boys & Girls Clubs of Contra Costa
- ✔ East County NAACP Youth Council
- ✔ Genesis Church
- ✔ Midnight Basketball

COUNTY-WIDE OR MULTI-DISTRICT

- ✔ Board of Supervisors (staff)
- ✔ City of Antioch (staff)
- ✔ Contra Costa County Library
- ✔ Contra Costa County Office of Education
- ✔ Here Today, Home Tomorrow
- ✔ Measure X Community Action Board
- ✔ Stu212 Music Therapy, Coping and Creativity

OUTSIDE OF COUNTY

- ✔ Fresh Lifelines for Youth

Survey

Community members could access an online survey from September 29, 2023, to April 30, 2024. In general, there were two rounds of data collection. The research team used time in between to make modifications to the survey (e.g., reordering question sequence to improve survey flow, combining two questions that were yielding duplicative responses, and recoding to allow only respondents affiliated with Districts 3, 4 and 5 to respond). The team was thoughtful in limiting the changes so that (1) comparisons across all responses were straightforward, and (2) they did not compromise the validity of the results.

The survey included many question types, including direct yes/no responses, multiple choice (select one), multiple choice (select all that apply), select top five, and priority rankings. A small number of round one survey responses from outside the target districts were not analyzed or included in the results.

The survey received a total of 329 responses, the vast majority of which were from adults (93%, n=306). The remaining respondents opted not to provide their age (4%, n=13) or were youth (i.e., less than 25 years old; 3%, n=10).

The research team collected the data using Qualtrics, a powerful, industry-leading survey software, and a staff member experienced in research and evaluation performed the analysis. The results were compiled when the survey closed. The analyst created clear variable names for each survey question and organized the data in a manner dependent on the format of the question and the response scales. To facilitate analysis, the analyst coded the data by assigning numerical or categorical values to the different response options and ran a frequency analysis for each survey question to count how many times each response option was selected and to ensure that the data had been coded correctly.

The survey included a few open-ended response boxes. If the survey analyst identified common themes within a district, the themes are included in the district-specific analysis below.

The survey instrument is included in Appendix D.

Outreach Methods

Outreach methods for the survey and listening sessions included community collaborations and social media advertising. Collaborators shared engagement opportunities in multiple forums, including at public meetings, with flyers, on their websites and social media pages, through newsletters and emails, and via word of mouth.

The research team promoted the survey and listening sessions through Facebook advertisements; 62,161 Facebook accounts viewed the advertisements, with a total of 191,625 impressions and 1,516 link clicks.[1]

Sample advertising is included in Appendix E.

Collaborators who assisted in advertising the survey and listening sessions included:

- **Contra Costa Adult School**—shared via word of mouth and/or email with program participants
- **Contra Costa County Office of Education**—shared information with the county-wide youth health coalition and requested that school principals in Districts 3, 4, and 5 distribute the information via email
- **Contra Costa County Supervisors Diane Burgis (District 3), Ken Carlson (District 4), and Federal D. Glover (District 5)**—shared input opportunities in their newsletters
- **EHSD Media Team**—shared the survey and listening session registration links on their website and social media pages, along with the outreach flyer, which was also printed and made available at physical customer service locations
- **EHSD School-Based Navigators**—shared the information amongst their school communities
- **Heritage High School**—shared via word of mouth and/or email with students
- **Measure X Community Advisory Board**—received flyers and distributed them to their networks
- **Measure X Youth Centers Ad Hoc Committee of the WDBCCC-YC**—distributed flyers to their networks
- **Managers of Youth Councils/Committees in Oakley, Antioch, Brentwood, Concord, and Pittsburg**—shared via word of mouth and/or email with program participants
- **Workforce Development Board of Contra Costa County**—shared in their online newsletter, posted to their social media channels and made print copies of the outreach flyer available in physical customer service locations

Interpreting the Data

The data presented in the sections that follow represent a diverse group of individuals of varied ages, races, and backgrounds in Districts 3, 4, and 5, to give a sense of the varied needs and wishes of each community.

As detailed below, there were fewer survey respondents than listening session participants, and survey respondents were primarily adults whereas listening session participants were primarily youth. While survey response data is easier to digest "at a glance" than descriptions of qualitative feedback from the listening sessions, decision makers should be careful to consider the totality of feedback gathered through both methods. Particularly in Districts 3 and 5, where significant numbers of youth participated in listening sessions, readers are encouraged to give particular weight to the input offered by young people who are the intended beneficiaries of the youth centers.

The survey data is mostly quantitative. Surveys make it easy to capture the exact count of individuals who gave a particular response but may not capture the full depth and nuance of individual experiences or opinions and may be subject to response bias.[2]

Listening sessions offer qualitative data in a conversational format. While this makes it impossible to capture precise counts of participants who said or agreed with a particular response, listening sessions reveal common themes

1 "Accounts" defines the total number of individuals who viewed the advertisements. "Impressions" quantify the total number of digital views an advertisement, post, or web page receives (there are multiple impressions per account). "Link clicks" are the total number of times the web link was clicked.

2 "Response bias is defined as a consistent tendency to respond inaccurately to survey questions, leading to consistent errors in the data. This bias can distort the validity of the collected data and compromise the reliability of any conclusions drawn from it." Reference: McGrath, R. E., Mitchell, M., Kim, B. H., & Hough, L. (2010). Evidence for response bias as a source of error variance in applied assessment. *Psychological Bulletin, 136*(3), 450–470. https://doi-org.ezproxy.rice.edu/10.1037/a0019216

within the community as well as personal experiences and opinions, allowing for a deeper understanding of the context and reasons behind participants' perspectives. However, listening session participants may be influenced by the opinions of others or feel pressure to conform to the group's dominant view. This can lead to biased responses or the suppression of minority opinions.

The charts reflect analysis of the survey results and listening sessions. In some tables, there is a column identifying the responses most often rated in the "Top 3." Responses in this column are shaded if selected by more than 50% of the total number of survey respondents in the district. The "Ranked 1st" column indicates how many survey respondents in the district ranked that answer as the top priority. These same charts indicate whether listening session attendees within a district prioritized a particular response.

District 3

Summary: District 3 Respondents

Between listening sessions and survey respondents, there were 468 instances of engagement in the District 3 community input process. All the participants included in the tables within this section reside in District 3 or provide services in the district.

Of all District 3 survey and listening session participants, 62% (n=290) were youth, 38% (n=176) were adults, and fewer than 1% of participants did not declare an age. Youth were far more likely to attend a listening session than respond to the survey in District 3.

A total of 145 respondents filled out the survey in District 3. They were primarily adults (96%, n=139). The remaining respondents were youth (3%, n=4) or opted not to provide their age (1%, n=2).

There were 11 community listening sessions dedicated to District 3 residents and youth service providers. There were also District 3 participants representing the District at cross-district listening sessions. A total of 323 District 3 residents or providers attended listening sessions. Youth under the age of 25 constituted 89% (n=286) of attendees, while adults comprised 11% (n=37). A detailed breakdown can be seen below.

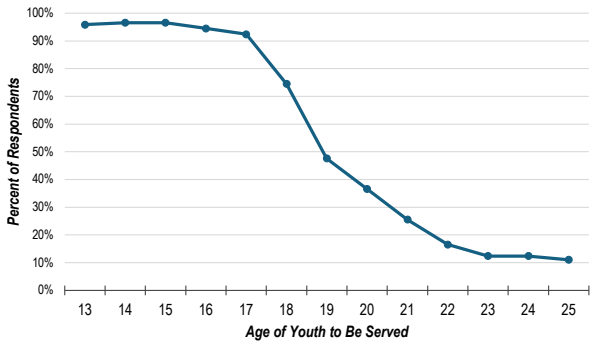
LISTENING SESSION PARTICIPANTS	
Adult	37 (11%)
Youth	286 (89%)
SUBTOTAL	**323 (100%)**
SURVEY PARTICIPANTS	
Adult	139 (96%)
Youth	4 (3%)
Age Unknown	2 (1%)
SUBTOTAL	**145 (100%)**
TOTAL	**468 (62% youth and 38% adults)**

Priority Populations

AGES

The survey results and feedback from listening session attendees in District 3 indicate a strong preference for the youth centers to focus on serving middle and high school-aged youth.

AGE PREFERENCE



Over 90% of District 3 survey respondents selected ages 13–17 as the primary age group that the youth centers should serve, with slightly lower but still robust support for serving 18-year-olds (74% of respondents). There was a significant decrease in respondents selecting age 19 (48%) and the frequency of age selection continued downward as the age increased to 25 (11%).

Listening session participants echoed these findings, emphasizing that middle school is a critical time when youth often "stop having places to go" and are at a higher risk of getting into trouble if not engaged in meaningful activities.

While the survey response options only included ages 13–25, about half of District 3 listening sessions included discussions about serving youth younger than middle school age. Adults were more likely than youth to suggest serving youth younger than middle school age or older than high school age. Both adult and youth attendees emphasized the importance of separation between age groups by time, space, and/or programming.

DEMOGRAPHICS/SUB-GROUPS OF YOUTH

The survey data and listening session findings in District 3 demonstrate a strong consensus on the importance of inclusivity (serving "all youth") at the centers, with a particular emphasis on supporting sub-groups that are considered most in need, such as youth from systems of care (e.g., foster care and juvenile justice), and low-income families.

PRIORITY SUB-GROUPS	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Youth from Systems of Care	**Yes**	**90 (62%)**	26 (18%)
Low-Income Families	No	**83 (57%)**	25 (17%)
All Youth	**Yes**	**72 (50%)**	63 (43%)
Single Parent Households	No	63 (43%)	11 (8%)
Out-of-School Youth	No	45 (31%)	10 (7%)
Children with a Disability	No	41 (28%)	3 (2%)
LGBTQ+ Youth	No	22 (15%)	3 (2%)
Families New to Area	No	11 (8%)	1 (1%)

* **Participants were 94% Youth, 6% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 96% Adults, 3% Youth, 1% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

The primarily adult survey respondents in District 3 ranked youth from systems of care (62%), low-income families (57%), and all youth (50%) as the top three sub-groups most in need of a youth center. The selection "all youth" stresses the importance of inclusivity at the centers and aligns with the listening session discussions, where the participants (mostly youth) emphasized the need to create an inclusive environment that welcomes youth from diverse backgrounds and where no one is made to feel inferior or segregated. Inclusivity was also a common theme of open-ended survey responses to the question "Please describe a youth center that you would want to go to."

Listening session attendees agreed with survey respondents on the need to provide additional services for systems-involved youth, including those in foster care, with special or mental health needs, experiencing homelessness, and those who are differently abled.

Challenges Faced by Young People in the Community

Cumulatively, the survey results and listening sessions findings paint a picture of the primary challenges faced by youth in District 3, with lack of low-cost recreation opportunities and mental health indicated most frequently as pressing concerns, followed by drug use and bullying.

CHALLENGES FACED BY YOUTH	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Lack of low-cost recreation opportunities	**Yes**	64 (44%)	35 (24%)
Mental health	**Yes**	63 (43%)	28 (19%)
Drug use	**Yes**	30 (21%)	9 (6%)
Bullying	**Yes**	28 (19%)	8 (6%)
Community violence	No	27 (19%)	13 (9%)
Lack of Diversity, Equity, & Inclusion	No	23 (16%)	12 (8%)
Housing affordability	No	19 (13%)	10 (7%)
Employment/job opportunities	**Yes**	18 (12%)	5 (3%)
Poverty	No	13 (9%)	6 (4%)
Child abuse	No	11 (8%)	6 (4%)
Discrimination	No	10 (7%)	3 (2%)
Homelessness	No	5 (3%)	2 (1%)
Healthcare/other social services access	**Yes**	4 (3%)	1 (1%)
Food insecurity	**Yes**	3 (2%)	0 (0%)

* **Participants were 94% Youth, 6% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 96% Adults, 3% Youth, 1% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

Forty-four percent of District 3 survey respondents thought the lack of low-cost recreation opportunities was one of the top three challenges in the district, with listening session attendees expressing that a lack of free resources/things to do for teens is a major challenge. Survey respondents identified mental health and drug use as other key challenges, with 43% and 21%, respectively, ranking them among the top three concerns in District 3. Listening session attendees highlighted the difficulty in obtaining mental health services due to appointment wait times and transportation issues.

While the survey response options did not explicitly include transportation, peer pressure, and the negative impacts of social media, youth in District 3 listening sessions frequently discussed these challenges.

> "There are not a lot of free places where teenagers can go. We run out of stuff to do and it leads to us being inside all the time."

Recommended Youth Center Programming

Program offerings prioritized in the top three by 20% or more of District 3 participants included sports leagues and fitness; behavioral and mental health support; academic support and tutoring; youth employment services; and music, art, and culture programs. Listening session respondents concurred.

PROGRAMMING YOUTH CENTER SHOULD OFFER	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Sports leagues & fitness	**Yes**	41 (28%)	23 (16%)
Behavioral & mental health support	**Yes**	38 (26%)	14 (10%)
Academic support &/or tutoring	**Yes**	35 (24%)	15 (10%)
Youth employment trainings/resources	**Yes**	34 (23%)	14 (10%)
Music, art, or culture programs	**Yes**	31 (21%)	14 (10%)
Mentoring programs	No	27 (19%)	11 (8%)
Counseling/support groups	**Yes**	25 (17%)	10 (7%)
Youth leadership opportunities	**Yes**	23 (16%)	9 (6%)
Social-emotional growth programs	**Yes**	21 (14%)	7 (5%)
Safe space for leisure	**Yes**	16 (11%)	9 (6%)
Life skills training	**Yes**	13 (9%)	4 (3%)
Food access/sustainable farming	**Yes**	12 (8%)	7 (5%)
Tech/computer labs	**Yes**	8 (6%)	2 (1%)
Language/literacy/ESL	No	6 (4%)	1 (1%)
Community building/peer-oriented events	No	5 (3%)	4 (3%
Housing navigation support	No	4 (3%)	1 (1%)
Health & sex education/resource access	No	2 (1%)	1 (1%)

* **Participants were 94% Youth, 6% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 96% Adults, 3% Youth, 1% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

In the District 3 survey, sports leagues and fitness was the programming choice that appeared most often in the top three (28% of survey respondents). This priority was reinforced by open-ended survey responses that also called out the need for recreation opportunities, and by youth-only listening sessions, all of which identified a desire for sports leagues and fitness. Consistent with the identification of mental health and drug use as pressing concerns in District 3, 26% of survey respondents ranked behavioral and mental health support services in the top three. The demand for mental health resources was a common discussion point in listening sessions. Similar numbers of the mainly adult survey respondents ranked academic support/tutoring; youth employment training; and music, art, and culture programs in the top three (24%, 23%, and 21% respectively). Participants in youth-dominated listening sessions also emphasized the need for youth employment training and, to a lesser degree, academic support.

A safe space for youth was a programming need often discussed in youth-dominated listening sessions. Although the primarily adult survey respondents did not rank this choice in the top three, 31% of respondents identified the need for a safe space in response to the open-ended survey question "Please describe a youth center that you would want to go to."

> "I would want a youth center that offered what has been cut out of the schools which is music and art. A place where we can go play the sports we like because the leagues are too expensive. A safe place we can enjoy where we are accepted."

Locations

District 3 participants most frequently suggested Antioch, Brentwood, and Oakley as potential locations for the youth center.

SITE RECOMMENDATIONS	
Antioch	70 (48%)
Brentwood	53 (37%)
Oakley	23 (16%)
Discovery Bay	3 (2%)
Knightsen	1 (1%)

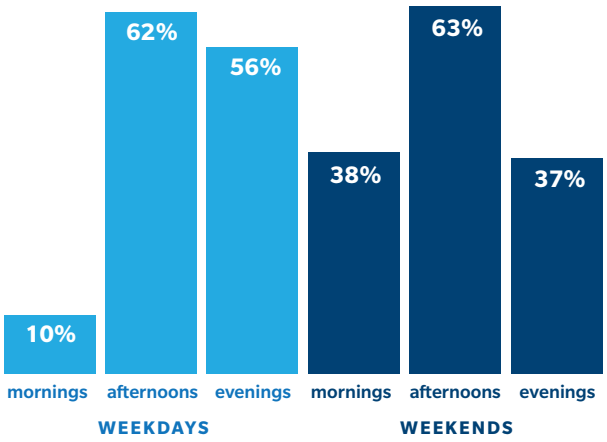
In listening session discussions, the top priorities for the youth center location were proximity to public transportation and accessibility by various means (walking, biking, public transport, or shuttle/van).

The city most often mentioned at District 3 listening sessions and the top choice on the survey (by 48% of respondents) was Antioch. The residency of respondents and listening session attendees likely influenced their responses. Antioch was the city most heavily represented at listening sessions. Thirty-seven percent of survey respondents selected Brentwood, followed by Oakley (16%). In listening sessions, Oakley was a more popular choice than Brentwood, likely because more listening sessions took place in Oakley than in Brentwood.

Operating Hours

Participants in the District 3 community engagement process prioritized operating hours during out-of-school times, including weekday afternoons, weekend afternoons and evenings, and school breaks.

OPERATING HOURS



The majority of District 3 survey respondents thought youth centers should be open weekend afternoons (63% of respondents), weekday afternoons (62%), and weekday evenings (56%). A lesser number were in favor of weekend mornings (38%). This aligned with listening sessions, where the most frequently requested weekday hours were from after school until early evening, with an average suggested closing time of 9 pm. For weekends, most participants believed the centers should be open for the full day and remain open later, typically from 11 am until 11 pm.

Listening session attendees thought the youth center should be open seven days a week, and emphasized the need for centers to stay open during out-of-school times and to offer extended weekday hours during the summer. Youth in listening sessions were more likely to mention the need for extended summer hours compared to adults. One youth participant poignantly expressed that "summer feels really isolating," highlighting the importance of providing a safe and engaging space for youth during the summer months.

Staffing Considerations

District 3 survey respondents and listening session participants said it was important to have youth center staff who have general experience working with youth, are from the community where the youth center is located, have lived experience (i.e., firsthand knowledge and wisdom gained through personal involvement in specific situations or circumstances), and are emotionally intelligent.

CASE MANAGER SKILLS/ EXPERIENCES	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Having general experience working with youth	**Yes**	**116 (80%)**	42 (29%)
Being from the community where the new youth center will be located	No	**91 (63%)**	31 (21%)
Having lived experience	**Yes**	**85 (59%)**	25 (17%)
Having experience being a case manager at another youth center	No	52 (36%)	19 (13%)
Having experience working in the public education system	No	61 (42%)	16 (11%)

* **Participants were 94% Youth, 6% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 96% Adults, 3% Youth, 1% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

In District 3, 80% of survey respondents ranked having general experience working with youth in the top three most essential case manager skills and experiences. Listening session attendees also felt this was a priority. Sixty-three percent of survey respondents ranked being from the community where the youth center will be located as an important quality, while 59% thought staff should have lived experience. Listening session attendees prioritized lived experience as well.

While the options on the survey focused on the skills and experiences of youth center staff, listening session discussions more often focused on the personality characteristics of staff. District 3 listening session attendees, who were mostly youth, thought staff should be good listeners with high emotional intelligence.

Another common suggestion at District 3 listening sessions (and one primarily made by youth) was that centers should operate on a peer-to-peer model, with some older, more experienced staff combined with peer mentors closer to the age of the youth. One District 3 attendee said, "Peer-to-peer models are great, with experienced and passionate older staff helping to direct and manage youth staffers."

District 4

Summary: District 4 Respondents

Between listening sessions and survey respondents, there were 108 instances of engagement in the District 4 community input process. All the participants included in the tables within this section reside in District 4 or provide services in the district.

Of all District 4 participants (survey respondents and listening sessions attendees combined), 92% (n=99) were adults, 3% (n=3) were youth under age 25, and 6% (n=6) did not specify an age.

In District 4, the survey received a total of 92 responses, primarily from adults (90%, n=83). The remaining respondents were youth (3%, n=3) or opted not to provide their age (7%, n=6).

While there was only one District 4-dedicated community listening session, there were District 4 participants at cross-district listening sessions. A total of 16 district residents or providers attended listening sessions, all of whom were adults. A detailed breakdown can be seen below.

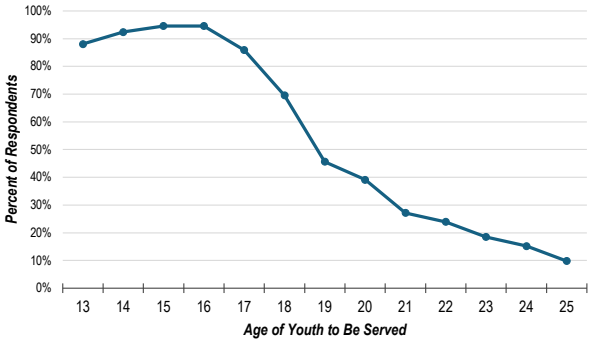
LISTENING SESSION PARTICIPANTS	
Adult	16 (100%)
Youth	0 (0%)
SUBTOTAL	**16 (100%)**
SURVEY PARTICIPANTS	
Adult	83 (90%)
Youth	3 (3%)
Age Unknown	6 (7%)
SUBTOTAL	**92 (100%)**
TOTAL	**108 (3% youth and 92% adults)**

Priority Populations

AGES

The survey results and feedback from listening session attendees in District 4 indicate a strong preference for the youth centers to focus on serving middle and high school-aged youth.

AGE PREFERENCE



In District 4, over 90% of survey respondents selected ages 14–16 as the primary age group that the youth centers should serve, with slightly lower but still robust support for serving 13- (88%), 17- (86%), and 18-year-olds (70%). Support dropped off for each age thereafter. While attendees at the District 4-dedicated listening session did not discuss this question, the consensus among survey respondents and listening session attendees across districts was that centers should serve middle and high school-aged youth.

DEMOGRAPHICS/SUB-GROUPS OF YOUTH

The survey data and listening session findings in District 4 demonstrate a strong consensus on the importance of serving youth from systems of care (e.g., foster care and juvenile justice) and low-income families, while providing a welcoming place for all youth wishing to participate.

PRIORITY SUB-GROUPS	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Youth from Systems of Care	No	**61 (66%)**	20 (22%)
Low-Income Families	No	**56 (61%)**	12 (13%)
All Youth	**Yes**	38 (41%)	28 (30%)
Single Parent Households	No	30 (33%)	9 (10%)
Out-of-School Youth	No	27 (29%)	8 (9%)
Children with a Disability	**Yes**	27 (29%)	4 (4%)
LGBTQ+ Youth	No	21 (23%)	3 (3%)
Families New to Area	No	10 (11%)	3 (3%)

* **Participants were 100% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 90% Adults, 3% Youth, 7% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

In District 4, the subpopulations most often ranked in the top three were youth from systems of care (66% of respondents), youth from low-income families (61%), and all youth (41%). The response "all youth" stresses the importance of inclusivity at the centers and was the response most often ranked 1st (30% of respondents). The need for the center to be "welcoming" was also a common theme in District 4 responses to the open-ended survey question "Please describe a youth center that you would want to go to."

While listening session participants in District 4 specifically mentioned the importance of serving neurodivergent youth, the survey did not offer this sub-group as an option to select. However, it could be considered part of the broader "Youth from Systems of Care" or "Children with a Disability" categories, which survey respondents ranked as high-need sub-groups.

Challenges Faced by Young People in the Community

Cumulatively, the survey results and listening sessions findings paint a picture of the primary challenges faced by youth in District 4, identifying mental health as the top challenge, followed by lack of low-cost recreation opportunities, drug use, and housing affordability.

CHALLENGES FACED BY YOUTH	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Mental health	**Yes**	**50 (54%)**	28 (30%)
Lack of low-cost recreation opportunities	No	34 (37%)	18 (20%)
Drug use	No	23 (25%)	8 (9%)
Housing affordability	No	21 (23%)	7 (8%)
Employment/job opportunities	No	12 (13%)	6 (7%)
Poverty	No	12 (13%)	5 (5%)
Bullying	No	10 (11%)	4 (4%)
Diversity, Equity, & Inclusion	No	10 (11%)	1 (1%)
Food insecurity	No	9 (10%)	2 (2%)
Healthcare/other social services access	No	8 (9%)	1 (1%)
Community violence	No	7 (8%)	1 (1%)
Homelessness	No	6 (7%)	2 (2%)
Child abuse	No	5 (5%)	1 (1%)
Discrimination	No	3 (3%)	1 (1%)

* **Participants were 100% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 90% Adults, 3% Youth, 7% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

In District 4, 54% of survey respondents ranked mental health as a top three challenge, followed by the lack of low-cost recreation opportunities (37%), drug use (25%), and housing affordability (23%). Listening session attendees also emphasized mental health, along with academic pressure and the need for support, and the general challenge of dealing with social/emotional issues and personal identity development. One District 4 participant described this as teens "thinking about how they want to show up in the community."

> "Mental health services are impossible for families to find. Insurance has stopped paying for almost all mental health services and many families are 'house poor' and cannot afford help for their kids. Many providers do not work with insurance as well. We have a growing group of teens and young adults who need help and no available resources."

Recommended Youth Center Programming

Program offerings prioritized in the top three by 20% or more of District 4 participants included behavioral and mental health support, mentoring programs, and youth employment trainings and resources.

PROGRAMMING YOUTH CENTER SHOULD OFFER	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Behavioral & mental health support	**Yes**	25 (27%)	14 (15%)
Mentoring programs	No	21 (23%)	10 (11%)
Youth employment trainings/resources	**Yes**	20 (22%)	7 (8%)
Sports leagues & fitness	**Yes**	17 (18%)	10 (11%)
Academic support &/or tutoring	**Yes**	17 (18%)	8 (9%)
Counseling/support groups	No	17 (18%)	7 (8%)
Social-emotional growth programs	**Yes**	16 (17%)	6 (7%)
Music, art, or culture programs	**Yes**	15 (16%)	5 (5%)
Youth leadership opportunities	**Yes**	14 (15%)	5 (5%)
Safe space for leisure	Yes	11 (12%)	2 (2%)
Food access/sustainable farming programs	No	9 (10%)	5 (5%)
Life skills training	No	9 (10%)	3 (3%)
Tech/computer labs	No	4 (4%)	2 (2%)
Health & sex edu/resource access	No	3 (3%)	0 (0%)
Community building/peer-oriented events	No	2 (2%)	1 (1%)
Language/literacy/ESL	No	1 (1%)	0 (0%)
Housing navigation support	No	0 (0%)	0 (0%)

* **Participants were 100% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 90% Adults, 3% Youth, 7% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

In District 4, the survey response most often ranked in the top three (27% of respondents) was behavioral and mental health support, which includes substance abuse services. Listening session participants also highlighted the difficulty in obtaining mental health services, especially for youth. Similar numbers of survey respondents ranked mentoring and youth employment training programs in the top three (23% and 22% respectively). Listening session participants emphasized the need for free academic support programming and sports/fitness programs, which were also both a fourth priority for survey respondents.

Although District 4 survey respondents ranked a "safe space for leisure" in the middle of programming priorities, 25% of respondents spoke to the importance of a safe space in their response to the open-ended survey question "Please describe a youth center that you would want to go to."

> "A youth center I'd want to go to would have quiet spaces for me to be able to do work, communal spaces where I can talk among a peer group or with a mentor, play games, do art projects, listen or play music, and get access to much needed resources. It would be clean and organized and the staff would have training in trauma-informed care."

Locations

District 4 participants most frequently suggested Concord as a potential location for the youth center.

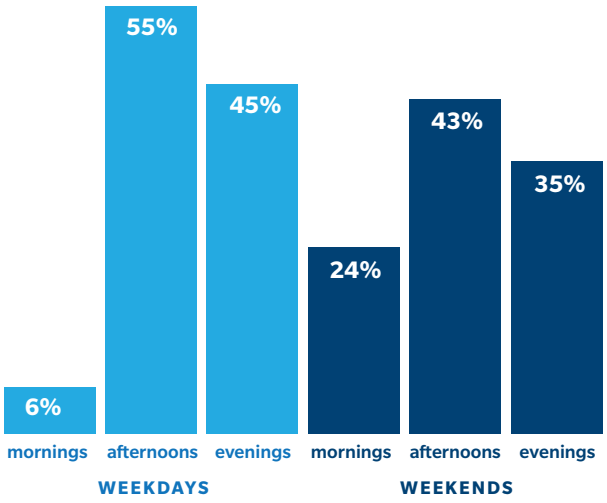
SITE RECOMMENDATIONS	
Concord	**50 (54%)**
Walnut Creek	7 (8%)
Pleasant Hill	6 (7%)
Clayton	1 (1%)
District 4	1 (1%)
Heather Farms	1 (1%)

Fifty-two percent of District 4 survey respondents thought the youth center should be located in Concord. While no other cities within the district were suggested by more than 10% of survey respondents, 10% of respondents suggested locating the center near the Monument Corridor neighborhood. Although District 4 listening session participants did not specify a precise location for the youth center, they stressed the importance of a central location with easy access to public transportation.

Operating Hours

Participants in the District 4 community engagement process prioritized center opening hours on weekday afternoons and evenings, as well as weekend afternoons.

OPERATING HOURS



In District 4, weekday afternoons (55% of respondents) and weekday evenings (45%) were the top preferences for center operating hours, followed by weekend afternoons (43%). Fewer respondents were in favor of centers being open on weekend mornings (24%).

The District 4-dedicated listening session did not address operating hours, but listening session participants in multi-district sessions that included District 4 residents wanted youth centers to be open seven days a week, stay open during out-of-school times, and offer extended weekday hours during the summer.

Staffing Considerations

District 4 survey respondents and listening session participants said it was important to have youth center staff who have general experience working with youth, have lived experience (i.e., firsthand knowledge and wisdom gained through personal involvement in specific situations or circumstances), and are from the community where the youth center will be located.

CASE MANAGER SKILLS/ EXPERIENCES	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Having general experience working with youth	No	**72 (78%)**	33 (36%)
Having lived experience	No	**60 (65%)**	23 (25%)
Being from the community where the new youth center will be located	No	**50 (54%)**	18 (20%)
Having experience being a case manager at another youth center	No	40 (43%)	6 (7%)
Having experience working in the public education system	No	37 (40%)	3 (3%)

* **Participants were 100% Adults.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 90% Adults, 3% Youth, 7% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

Survey respondents in District 4 prioritized staff who have general experience working with youth (78% of respondents ranked in the top three), have lived experience (65%), and are from the community where the center will be located (54%).

While participants in the District 4-dedicated listening session did not specifically address the question of case manager skills and experiences, listening session attendees in multi-district sessions that included District 4 residents considered it important to have staff who can relate to youth.

District 5

Summary: District 5 Respondents

Between listening sessions and survey respondents, there were 241 instances of engagement in the District 5 community input process. All the participants included in the tables within this section reside in District 5 or provide services in the district.

The survey received a total of 92 responses from District 5 community members. Most were adults (91%, n=84). The remaining respondents were youth (3%, n=3) or opted not to provide their age (5%, n=5).

Between October 2023 and May 2024, there were eight community listening sessions dedicated to District 5 residents and youth service providers. There were also District 5 participants at cross-district listening sessions. A total of 149 District 5 residents or providers attended listening sessions. Youth under the age of 25 constituted 46% (n=68) of attendees, while adults comprised 54% (n=81).

Of all participants (survey respondents and listening sessions combined) in District 5, 68% (n=165) were adults, 29% (n=71) were youth, and 2% (n=5) chose not to provide their age. Youth were more likely to attend a listening session than respond to the survey, largely due to listening session collaborations with schools and youth service providers in District 5. A detailed breakdown can be seen below.

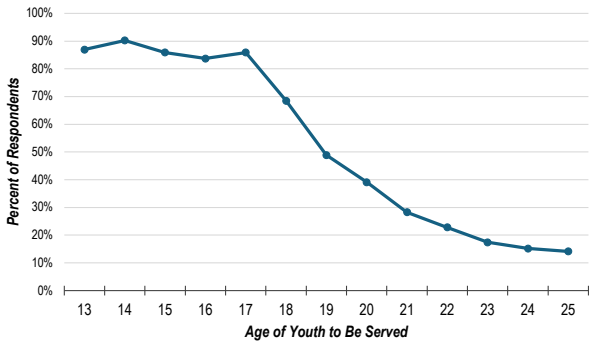
LISTENING SESSION PARTICIPANTS	
Adult	81 (54%)
Youth	68 (46%)
SUBTOTAL	**149 (100%)**
SURVEY PARTICIPANTS	
Adult	84 (91%)
Youth	3 (3%)
Age Unknown	5 (5%)
SUBTOTAL	**92 (100%)**
TOTAL	**241 (29% youth and 68% adults)**

Priority Populations

AGES

The survey results and feedback from listening session attendees in District 5 indicate a strong preference for the youth centers to focus on serving middle and high school-aged youth.

AGE PREFERENCE



In District 5, over 80% of survey respondents thought youth centers should serve people ages 13 to 17, with still strong support for serving 18-year-olds (68%), but support dropped off for every age thereafter (49% for 19-year-olds, 14% for 25-year-olds). Listening sessions aligned with survey responses, prioritizing serving middle and high school-aged youth.

While the survey response options only included ages 13–25, about one-third of District 5 listening session attendees (and primarily adults) thought centers should serve all ages. One adult pointed out that "kids much younger than 16–24 are getting in a lot of trouble because they don't have a place to be. I'm looking at kids 9 years old who need youth center services, but how do you have young kids at the same center as young adults?" The question of age separation—by time, space, and programming—was a common concern expressed by both adults and youth.

DEMOGRAPHICS/SUB-GROUPS OF YOUTH

The survey data and listening session findings in District 5 demonstrate a strong consensus on the importance of serving youth from low-income families and systems of care (e.g., foster care and juvenile justice), while being inclusive and welcoming of all youth who wish to participate.

PRIORITY SUB-GROUPS	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Low-Income Families	**Yes**	**64 (70%)**	19 (21%)
Youth from Systems of Care	**Yes**	**55 (60%)**	18 (20%)
Single Parent Households	No	34 (37%)	11 (12%)
All Youth	**Yes**	32 (35%)	28 (30%)
Children with a Disability	No	32 (35%)	3 (3%)
Out-of-School Youth	No	24 (26%)	6 (7%)
LGBTQ+ Youth	No	19 (21%)	3 (3%)
Families New to Area	No	8 (9%)	0 (0%)

* **Participants were 55% Adults, 45% Youth.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 91% Adults, 3% Youth, 5% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

The priority sub-groups most often ranked in the top three by survey respondents in District 5 were low-income families (70% of respondents), youth from systems of care (60%), and single parent households (37%). This aligns with the listening session discussions, where participants emphasized the importance of providing additional services for youth from low-income families and systems-involved youth, including those in foster care, with special or mental health needs, experiencing homelessness, and those who are differently abled.

District community members also thought it was important for centers to serve all youth regardless of special need. The need to create an inclusive environment that welcomes youth from diverse backgrounds was a common theme at listening sessions, "all youth" was the survey response most often ranked as the #1 priority in the district (by 30% of respondents), and inclusivity/a welcoming environment were key themes identified in the responses to the open-ended survey question "Please describe a youth center that you would want to go to."

Challenges Faced by Young People in the Community

Cumulatively, the survey results and listening sessions findings paint a picture of the primary challenges faced by youth in District 5, with mental health, lack of low-cost recreation opportunities, poverty, drug use, and peer pressure emerging as the most pressing concerns.

CHALLENGES FACED BY YOUTH	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Mental health	**Yes**	37 (40%)	14 (15%)
Lack of low-cost recreation opportunities	**Yes**	34 (37%)	13 (14%)
Poverty	**Yes**	19 (21%)	12 (13%)
Drug use	**Yes**	18 (20%)	8 (9%)
Housing affordability	No	17 (18%)	6 (7%)
Bullying	**Yes**	15 (16%)	6 (7%)
Community violence	**Yes**	14 (15%)	8 (9%)
Diversity, Equity, & Inclusion	No	13 (14%)	7 (8%)
Employment/job opportunities	**Yes**	13 (14%)	5 (5%)
Child abuse	No	9 (10%)	4 (4%)
Food insecurity	No	9 (10%)	3 (3%)
Healthcare/other social services access	No	6 (7%)	0 (0%)
Homelessness	No	5 (5%)	2 (2%)
Discrimination	**Yes**	5 (5%)	1 (1%)

* **Participants were 55% Adults, 45% Youth.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 91% Adults, 3% Youth, 5% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

The challenges most frequently ranked in the top three by District 5 survey respondents were mental health (40% of respondents), lack of low-cost recreation opportunities (37%), and poverty (21%), closely followed by drug use (20%). All of these challenges were also common discussion points in District 5 listening sessions.

While the survey response options did not explicitly include peer pressure and the negative impacts of social media, youth in District 5 listening sessions frequently discussed these challenges. Listening sessions attendees also expressed that bullying, including cyberbullying, is a major challenge faced by youth.

> "The youth of East Contra Costa County have little to no free family-friendly indoor spaces, other than the library, and parks can only do so much. Youth centers are the glue that binds communities together, and that is sorely lacking in East CCC."

Recommended Youth Center Programming

Program offerings prioritized in the top three by 20% or more of District 5 participants included behavioral and mental health support; academic support and tutoring; youth leadership opportunities; youth employment resources; and music, art, or culture programs.

PROGRAMMING YOUTH CENTER SHOULD OFFER	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Behavioral & mental health support	**Yes**	27 (29%)	17 (18%)
Academic support &/or tutoring	**Yes**	23 (25%)	7 (8%)
Youth leadership opportunities	**Yes**	20 (22%)	9 (10%)
Youth employment trainings/resources	**Yes**	20 (22%)	8 (9%)
Music, art, or culture programs	**Yes**	20 (22%)	6 (7%)
Sports leagues & fitness	**Yes**	17 (18%)	8 (9%)
Counseling/support groups	**Yes**	16 (17%)	6 (7%)
Mentoring programs	No	16 (17%)	5 (5%)
Safe space for leisure	**Yes**	14 (15%)	6 (7%)
Tech/computer labs	**Yes**	10 (11%)	6 (7%)
Social-emotional growth programs	No	9 (10%)	6 (7%)
Life skills training	**Yes**	9 (10%)	2 (2%)
Food access/sustainable farming programs	No	7 (8%)	2 (2%)
Language/literacy/ESL	No	4 (4%)	3 (3%)
Health & sex education/resource access	No	4 (4%)	0 (0%)
Housing navigation support	No	2 (2%)	0 (0%)
Community building/peer-oriented events	No	0 (0%)	0 (0%)

* **Participants were 55% Adults, 45% Youth.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 91% Adults, 3% Youth, 5% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

Survey respondents and listening session participants aligned on the top priorities for programming at the District 5 youth center. The survey response most commonly ranked in the top three was behavioral and mental health support (29% of respondents), which includes substance abuse services. This was also a dominant theme in listening sessions. The second service most commonly ranked in the top three (25% of respondents) was academic support and/or tutoring, which listening session attendees also highlighted.

Youth leadership; youth employment trainings and resources; and music, art, or culture programs tied for third place in the survey ranking of top three priorities (22% each). Listening session attendees also prioritized these services. In the District 5

listening sessions, many adults agreed that "the most important part of the programming is for services to build up a youth's self-esteem and sense of identity."

In response to the open-ended responses survey question "Please describe a youth center that you would want to go to," 33% of District 5 respondents wrote that the center needs to be a safe space. Listening session attendees echoed this, emphasizing the importance of a safe space, and painting a vision of the youth centers as welcoming places for youth with fun programming as a hook to get kids through the door (sports, arts, music, video games/e-sports) so that they might then be engaged in additional programming in areas where youth need more support. Many attendees emphasized that participation in activities should not be required, since often youth just want a safe place to relax, chill, and socialize.

Other common programming themes among the open-ended survey responses included recreation, that services need to remain free, and that centers should partner with existing community organizations to offer services.

> "My ideal youth center would be a safe place reflecting the diversity of the community offering financial, emotional, physical, and mental support for our youth."

Locations

District 5 participants most frequently suggested Pittsburg, Antioch, and Bay Point as potential locations for the youth center.

SITE RECOMMENDATIONS	
Pittsburg	29 (32%)
Antioch	24 (26%)
Bay Point	23 (25%)
Martinez	6 (7%)
Shore Acres	3 (3%)
District 5	2 (2%)
Rodeo	2 (2%)

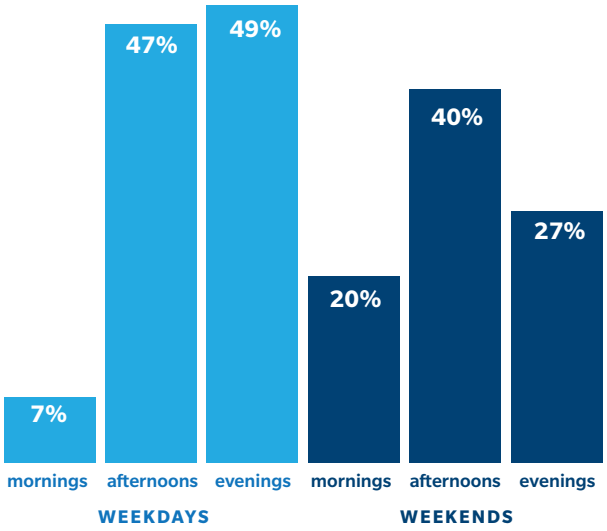
In District 5, survey respondents most often suggested Pittsburg as a youth center location (32%), followed by Antioch (26%), and Bay Point (25%). District 5 listening sessions aligned with survey responses, with Pittsburg being mentioned only slightly more often than Antioch.

In listening session discussions, attendees emphasized that centers should be close to public transportation, accessible by various means (walking, biking, public transport, or shuttle/van), and in a safe location.

Operating Hours

Participants in the District 5 community engagement process prioritized operating hours during out-of-school times.

OPERATING HOURS



District 5 survey respondents favored youth centers to be open on weekday evenings (49%) and weekday afternoons (47%), followed by weekend afternoons (40%), with fewer in favor of weekend mornings (20%).

Listening session attendees agreed that youth centers should be open seven days a week. The most frequently requested weekday hours were from after school until early evening, aligning with the survey results. Listening session participants did not discuss specific weekend hours, but said that Saturday should offer a full day of programming and emphasized the need for centers to offer extended weekday hours during the summer.

Staffing Considerations

District 5 survey respondents and listening session participants said it was important to have youth center staff who have general experience working with youth, have lived experience (i.e., firsthand knowledge and wisdom gained through personal involvement in specific situations or circumstances), and are from the community where the youth center will be located.

CASE MANAGER SKILLS/ EXPERIENCES	RAISED AS PRIORITY IN LISTENING SESSIONS*	SURVEY DATA**	
		Ranked in Top 3	Ranked 1st
Having general experience working with youth	**Yes**	**65 (71%)**	24 (26%)
Having lived experience	**Yes**	**56 (61%)**	17 (18%)
Being from the community where the new youth center will be located	**Yes**	**52 (57%)**	23 (25%)
Having experience being a case manager at another youth center	No	43 (47%)	12 (13%)
Having experience working in the public education system	No	35 (38%)	4 (4%)

* **Participants were 55% Adults, 45% Youth.** Responses in this column are shaded if listening session attendees from the district prioritized a particular response.

** **Participants were 91% Adults, 3% Youth, 5% Unknown.** n=count of survey responses. Responses in this column are shaded if selected by more than 50% of survey respondents in the district.

In terms of desired youth center case manager skills and experiences, the survey responses most often ranked in the top three in District 5 were having general experience working with youth (71% of respondents), having lived experience (61%), and being from the community where the new center will be located (57%). Listening session attendees also prioritized these three choices.

While the options on the survey focused on the skills and experiences of youth center staff, listening session attendees often discussed the personality characteristics of staff. District 5 attendees thought staff should be able to relate to youth and have a passion for working with youth. In terms of an ability to relate to youth, attendees thought it was important that at least some youth center staff are closer to the age of youth.

Participants in several District 5 listening sessions expressed the desire to have a staff member serving as a services navigator, underlining the importance of connecting youth with appropriate resources and support.

Appendix A

Contra Costa County Measure X Youth Centers Community Listening Sessions

DISTRICT 3 SESSIONS

DATE	LOCATION	AUDIENCE	ATTENDEES	NOTES
10/18/2023 (Multi-District Session)	Antioch Community Center	Adults	**2**	BOS District 3 Staff (2)
10/24/2023	Brentwood Community Center	Adults	**4**	
10/25/2023	Virtual (Nonprofit Roundtable)	Adults	**9**	Brentwood
1/16/2024 (Multi-District Session)	Virtual	Adults	**2**	Antioch District 3 (1), Oakley (1)
1/18/2024 (Multi-District Session)	Virtual	Adults	**1**	Brentwood (1)
4/2/2024	Freedom High School (Oakley) Upperclassmen	Youth	**46**	Leadership class of Freedom High School, upperclassmen
4/2/2024	Freedom High School (Oakley) Underclassmen	Youth	**37**	Leadership class of Freedom High School, underclassmen
4/3/2024	Liberty High School (Brentwood)	Youth and Adults	**6**	Coffee with the Principal: 3 parents and 3 students
4/10/2024	Opportunity Junction	Adults	**18**	Program participants of Opportunity Junction, a job training program in Antioch
4/10/2024	Liberty High School (Brentwood)	Youth	**103**	Youth government and economics classes
4/24/2024	Deer Valley High School (Antioch) Class 1	Youth	**28**	Government/ leadership classes
4/24/2024	Deer Valley High School (Antioch) Class 2	Youth	**26**	Government/ leadership classes
4/24/2024	Deer Valley High School (Antioch) Class 3	Youth	**29**	Government/ leadership classes
5/1/2024	Oakley Youth Advisory Council	Youth	**12**	
		TOTAL D3	**323**	

DISTRICT 4 SESSIONS

DATE	LOCATION	AUDIENCE	ATTENDEES	NOTES
10/16/2023	Concord Library	Adults	**3**	
1/9/2024 (Multi-District Session)	**Virtual**	Primarily Youth	**1**	Concord (1)
1/17/2024 (Multi-District Session)	**Virtual**	Adults	**1**	Representative from Mt Diablo USD HOPE Program for Unhoused Youth
1/18/2024 (Multi-District Session)	**Virtual**	Adults	**1**	Pleasant Hill (1)
4/23/2024 (Multi-District Session)	**Virtual**	Adults	**3**	Concord (2), Walnut Creek (1)
4/24/2024 (Multi-District Session)	**Virtual**	Adults	**1**	Walnut Creek (1)
4/30/2024 (Multi-District Session)	**Virtual**	Adults	**6**	District 4 (6)
		TOTAL D4	**16**	

DISTRICT 5 SESSIONS

DATE	LOCATION	AUDIENCE	ATTENDEES	NOTES
10/5/2023	Pittsburg Senior Center	Adults	**4**	
1/9/2024 (Multi-District Session)	Virtual	Primarily Youth	**3**	Pittsburg (3)
1/16/2024 (Multi-District Session)	Virtual	Adults	**1**	Pittsburg (1)
1/17/2024 (Multi-District Session)	Virtual	Adults	**2**	Representatives from Boys and Girls Clubs of Contra Costa
1/18/2024 (Multi-District Session)	Virtual	Adults	**1**	Pittsburg (1)
3/21/2024	Antioch High School	Youth	**20**	Held in collaboration with Bridge Builders to the New Generation.
3/27/2024	City of Pittsburg Youth Advisory Council	Youth	**6**	4 youth council members, 2 non-voting members
4/2/2024	Bay Point Municipal Advisory Council	Adults	**7**	Discussion with council members and attendees
4/11/2024	Beat the Streets	Youth	**3**	Participants of Beat the Streets, a youth empowerment organization in Antioch
4/17/2024	People Who Care	Youth and Adults	**29**	17 youth, 12 adults
4/23/2024	Pittsburg High School	Youth	**20**	After-school program in partnership with Bridge Builders to the New Generation
4/23/2024 (Multi-District Session)	Virtual	Adults	**3**	Pittsburg (3)
4/30/2024 (Multi-District Session)	Virtual	Adults	**28**	Pittsburg (28)
5/2/2024	Virtual	Adults	**22**	Martinez (1), Antioch (1), Pittsburg (20)
		TOTAL D5	**149**	

ATTENDEES WHOSE DISTRICT WAS UNDECLARED

DATE	LOCATION	AUDIENCE	ATTENDEES		NOTES
			Antioch*	Unknown or Other	
10/3/2023	Virtual	Adults	0	2	
10/5/2023	Virtual	Adults	0	4	
10/6/2023	Virtual	Adults	0	5	
10/17/2023	Antioch Library	Adults	3	0	
10/18/2023	Antioch Community Center	Adults	2	3	City of Antioch Staff (2), Community Members (3)
1/9/2024	Virtual	Primarily Youth	2	1	Antioch (2), San Ramon (1)
1/16/2024	Virtual	Adults	2	0	Antioch Unknown (2)
1/17/2024	Virtual	Adults	1	0	Representative from Here Today, Home Tomorrow (East County)
1/18/2024	Virtual	Adults	5	7	Antioch (5), Lafayette (2), Unknown (5)
4/23/2024	Virtual	Adults	1	0	Antioch (1)
4/24/2024	Virtual	Adults	2	0	Antioch (2)
		SUBTOTAL	**18**	**22**	
		TOTAL	**40**		

** Spans Districts 3 and 5, no specific district declared.*

TOTALS

District 3 Dedicated Sessions	**11**
District 4 Dedicated Sessions	**1**
District 5 Dedicated Sessions	**8**
Multi-District Sessions	**12**
TOTAL SESSIONS:	**32**

Appendix B

Listening Session Script

Good afternoon–thank you so much for joining us today. I am _____ and I am part of a team from [Social Change Partners/New Ways to Work]. With me is _____.

We're here because Contra Costa County is planning to open three new youth centers using Measure X funds. There will be one youth center each in Districts 3, 4, and 5.

Measure X is a local sales tax, approved by voters in 2020, that generates money every year to help fund health and social services. The County Board of Supervisors approves the specific uses of Measure X dollars, and has already allocated the funds for the three youth centers. The County Employment and Human Services Division is responsible for planning and implementing the centers.

My team is contracted by the county to gather input on challenges and opportunities for young people, and what activities and services should be available at the centers. We're holding a total of about 35 sessions like this and conducting a survey. In early summer, we'll present the perspectives of the community to County leadership. The County will then contract with community-based organizations to operate the centers.

FOR SMALL GROUPS:

We have a series of questions that we'll go through, and anyone can answer at any time. We want to be sure to hear from everyone here, so we might call on you, or ask you to hold on while others speak up.

FOR LARGER GROUPS:

Because there are so many of us here, we're going to divide into small groups [by table, by counting off, etc.]. There are notepads and pens on your table. Please identify a notetaker who can also report out. We'll give you some questions one by one to discuss at your table and then report back out to the group.

QUESTIONS:

1. Which ages should the youth centers focus on?

2. Which particular groups of young people do you think are most in need of a youth center?

Prompts if needed: [LGBTQ+ youth, single parent households, foster youth, justice-involved youth, homeless youth, families new to the area, out-of-school youth, youth with disabilities, youth from low-income families]

3. What are the main challenges faced by young people in your neighborhood?

Prompts if needed: [child abuse/neglect, bullying, employment/job opportunities, discrimination (racism, sexism, etc.), poverty, drug use, access to healthcare or other social services, lack of equity, diversity, and/or inclusion, community violence, lack of free/low-cost recreational opportunities, housing quality or affordability, hunger/food insecurity, homelessness, mental health]

4. What kind of programs would you like the youth center to offer?

Some options:

- Youth leadership opportunities
- Behavioral/mental health support/resources
- Sports leagues and fitness programs
- Health and sex education/access to resources
- Safe space for leisure (quiet, meditation, calm, etc.)
- Social-emotional growth programs
- Academic support and/or tutoring
- Technology/computer labs
- Food access/sustainable farming programs
- Mentoring programs
- Language/literacy/ESL (English as a Second Language) programs
- Music, art, or culture programs
- Youth employment trainings, resources/recruitments
- Counseling/support groups
- Housing navigation support
- Life skills training (e.g., budgeting, cooking, etc.)
- Community building or peer-oriented events

5. What should the County consider when thinking about potential locations for the centers?

[Transportation accessibility, neighborhood safety, space to co-locate staff/service providers, near schools, etc.]

6. When should the centers be open?

7. What skills, experiences, or characteristics of youth center staff are most important in helping youth achieve their goals?

[Having experience being a case manager at another youth center (or similar organization), having general experience working with teens and young adults, being from the community where the new youth center will be located, having experience working in the public education system, having lived experience (for example, staff have been homeless or been in the foster care system themselves)]

8. Are there existing youth centers, nonprofit organizations, or programs that the County should take a look at?

Thank you so much for your participation. We value you and your knowledge of the community. Your feedback will help to ensure the youth centers offer the services and supports that are most needed in the community. When the community engagement process is complete, the report will be posted for public comment and then published.

We're also trying to get our survey link to as many people as possible. If you can send it around to friends and colleagues or if you have other ideas for how to get it out to the community, let us know.

Appendix C

Existing Organizations and Programs for Reference

Contra Costa County government stakeholders and participants in community engagement listening sessions were asked which existing organizations and programs are doing a good job serving youth. Below is a list of the programs and organizations mentioned.

The report authors gathered street addresses and leadership names based on information that is publicly available online. Listed organizations are encouraged to contact noelle@publicmindedconsulting.com to correct any inaccuracies.

DISTRICT 3

ORGANIZATION	LEADER & TITLE	ADDRESS
Antioch Community Center	*Brad Helfenberger, Acting Assistant City Manager/Parks & Recreation Director*	4703 Lone Tree Way, Antioch, CA 94531
Antioch Rotary Club	*Tirrell Muhammad*	4823 Lone Tree Way, Antioch, CA 94531
Antioch Council of Teens	*Maelvy Saucedo, Facilitator*	4701 Lone Tree Way, Antioch CA 94531
Be Exceptional	*Lynda Green, Founder*	1265 Dainty Ave, Brentwood, CA 94513
Brentwood Police Activities League (PAL)	*Officer Chris Bollinger, Executive Director*	Brentwood, CA 94513
Bridge Builders to the New Generation	*Pello Warker, Board Chair*	3501 Lone Tree Way, Antioch, CA 94509
Child Therapy Institute	*Brian Lukas, PhD, Executive Director & Clinical Supervisor*	3720 Sunset Lane, Ste D, Antioch, CA 94509
Children's Interview Center	*Cynthia Peterson, Executive Director*	3240 Lone Tree Way, #101, Antioch, CA 94509
City of Oakley Parks and Recreation	*Troy Faulk, Recreation Manager*	1250 O'Hara Ave, Oakley, CA 94561
Community Violence Solutions	*Paul Graves, President*	3240 Lone Tree Way, Ste 101, Antioch, CA 94509
Hijas del Campo	*Marivel Mendoza, Executive Director & Co-Founder*	144 Continente Ave, #120, Brentwood, CA 94513
One Day at a Time	*Johnny Rodriguez, Founder & Executive Director*	331 Pine St, Brentwood, CA 94513
Village Community Resource Center	*Kirsten Rigsby, Executive Director*	633 Village Dr, Brentwood, CA 94513

DISTRICT 4

ORGANIZATION	LEADER & TITLE	ADDRESS
Bay Church	*John & Carey Gregg, Lead Pastors*	4725 Evora Rd, Concord, CA 94520
Child Abuse Prevention Council	*Carol Carrillo, Executive Director*	2120 Diamond Blvd, #120, Concord, CA 94520
Community Youth Center	*Matt Harrison, Executive Director*	2241 Galaxy Ct, Concord, CA 94520
Contra Costa Crisis Center (211)	*Elaine Cortez Schroth, Executive Director*	P.O. Box 3364, Walnut Creek, CA 94598
Counseling Options and Parent Education Support Center (C.O.P.E.)	*Natasha Paddock, Executive Director*	3021 Citrus Cir, #105, Walnut Creek, CA 94598
Diablo Ballet Peek Program	*Laurie Miller and Cheryl DeSimone, Board Co-Presidents*	P.O. Box 4700, Walnut Creek, CA 94596
Family Justice Center	*Susun Kim, Executive Director*	2151 Salvio St, Ste 201, Concord, CA 94519
Food Bank of Contra Costa & Solano	*Caitlin Sly, President & CEO*	4010 Nelson Ave, Concord, CA 94520
Ganas Community Service	*Isabel Lara, Executive Director & Founder*	4425-C Treat Blvd, #357, Concord, CA 94521
HOPE Program (therapy)	*Melinda Clark, Director*	2290 Diamond Blvd, Ste 200, Concord, CA 94520
HOPE Solutions	*Deanne Pearn, CEO*	399 Taylor Blvd, Pleasant Hill, CA 94523
Mt. Diablo USD International Hospitality and Tourism Academy	*Adam Clark, Ed.D., Superintendent*	1936 Carlotta Dr, Concord, CA 94519
Pleasant Hill Library	*Patrick Remer, Library Manager*	2 Monticello Ave, Pleasant Hill, CA 94523
Pleasant Hill YMCA	*Marnie Harvey, Executive Director*	350 Civic Dr, Pleasant Hill, CA 94523
Rainbow Community Center	*Valerie Crowell, Board President*	2380 Salvio St, Suite 301, Concord, CA 94520
Vestia Inc. Services for Contra Costa County	*Judy Pieralde, President*	400 Ellinwood Way, Pleasant Hill, CA 94523

DISTRICT 5

ORGANIZATION	LEADER & TITLE	ADDRESS
Ambrose Teen Center	*Rande Ross, Teen Center & Youth Academy Supervisor*	3105 Willow Pass Rd, Bay Point, CA 94565
Beat the Streets	*Tracy Tate, Founder & President*	Somersville Towne Center Mall, 2550 Somersville Rd, Unit No. 15, Antioch, CA 94509
Bonafide Sisterhood	*Nina Carter, CEO*	1023 W 2nd St, Antioch, CA 94509
Boys and Girls Club of Contra Costa	*Mel Davis, CEO*	1301 Alhambra Ave, Martinez, CA 94553
Center for Psychotherapy	*David Hoffman, Business Manager*	509 W 10th St, Antioch, CA 94509
Community Violence Solutions	*Cynthia Peterson, Executive Director*	301 W 10th St #3, Antioch, CA 94509
Contra Costa County Behavioral Health Clinic	*Anna Roth, CEO*	1340 Arnold Dr, Ste. 200 Martinez, CA 94553
Dream Team	*Jareem Gunter, Director*	Antioch
El Campanil Theatre	*Kathie Campbell, Board President*	602 W 2nd St, Antioch, CA 94509
Genesis Church	*Damon Owens, Pastor*	1800 Woodland Dr, Antioch, CA 94509
Grace Bible Fellowship/Grace Arms Program	*Kirkland Smith, Board President*	3415 Oakley Rd, Antioch, CA 94509
John Muir Land Trust Family Harvest Farm	*Linus Eukel, Executive Director*	1300 Power Ave, Pittsburg, CA 94565
Marina Community Center	*Kolette Simonton, Director of Recreation*	340 Marina Blvd, Pittsburg, CA 94565
Midnight Basketball Program	*Marzel Price*	Pittsburg, CA 94565
NAACP for East County	*Gavin Payton, President*	340 E 10th St, Pittsburg, CA 94565
Nick Rodriguez Center	*Jun Gandia, Recreation Supervisor*	213 F St, Antioch, CA 94509
Northern California Family Center	*Thomas Fulton, Executive Director*	2244 Pacheco Blvd, Martinez, CA 94553
Opportunity Junction	*Brianna Robinson, President & CEO*	3102 Delta Fair Blvd, Antioch, CA 94509
People Who Care	*Connie Russell, Executive Director*	2231 Railroad Ave, Pittsburg, CA 94565
Pittsburg Police Activities League (PAL)	*Unable to identify*	65 Civic Ave. Pittsburg, CA 94565
Pittsburg Youth Development Center	*William Moffett, President & CEO*	1001 Stoneman Ave, Pittsburg, CA 94565
RFY Dance and Academic Academy	*Rayzelle Forrest Young, Founder & President*	Antioch, CA
RR Ministries	*Unable to identify*	514 W 2nd St, Antioch, CA 94509
St Vincent De Paul of CCC	*Bob Liles, Board President*	2210 Gladstone Dr, Pittsburg, CA 94565
STS Academy	*Theresa Miller, Interim Executive Director*	340 Marina Blvd, Pittsburg, CA 94565
Wayfinder Family Services	*Jay Allen, President & CEO*	1330 Arnold Dr, Ste. 241, Martinez, CA 94553

ORGANIZATIONS SERVING CONTRA COSTA COUNTY THAT ARE EITHER LOCATED OUTSIDE OF DISTRICTS 3–5, SERVE THE ENTIRE COUNTY FROM A HEADQUARTERS LOCATED IN DISTRICTS 3–5, OR HAVE NO PHYSICAL LOCATION

ORGANIZATION	LEADER & TITLE	ADDRESS
Aspiranet	*Vernon Brown, CEO*	3260 Blume Dr, Ste. 505, Richmond, CA 94806
ASPIRE	*Irene St. Roseman, Administrator*	3040 Hilltop Mall Rd, Richmond, CA 94806
Bay Area Community Resource Center	*Jonas Mok, CEO*	11175 San Pablo Ave, El Cerrito, CA 94530
Bay Area Peacekeepers	*Gonzalo Ruboco, Director*	15501 San Pablo Ave, #231, Richmond, CA 94806
Calli House	*Unable to identify*	845 Brookside Dr B, Richmond, CA 94801
Contra Costa County Office of Education WIOA Youth Programs	*Alejandra Chamberlin, Director, Youth Services*	77 Santa Barbara Rd, Pleasant Hill, CA 94523
East Contra Costa Community Alliance (ECCA)	*Solomon Belette, MBA, Executive Director*	East Contra Costa
Girls Inc	*Stephanie J. Hull, President & CEO*	260 Broadway, Richmond, CA 94804
Mindful Life Project	*JG Larochette, Founder & CEO*	1001 Canal Blvd, Richmond, CA 94801
National Alliance on Mental Illness, Contra Costa	*Gigi Crowder, Executive Director*	2151 Salvio St, Ste V, Concord, CA 94520
New Life Movement	*Bendrick Foster, Founder*	322 Harbour Way, #10, Richmond, CA 94801
Newberry's Block	*Jeremy Newberry, Founder*	East Contra Costa
NextUP at Contra Costa Community College	*Joseph B. Camacho, Project Coordinator*	2600 Mission Bell Dr, San Pablo, CA 94808
Richmond Community Foundation (RCF)	*Jim Becker, President and CEO*	3260 Blume Dr, #110, Richmond, CA 94806
Richmond Police Activities League (PAL)	*Larry Lewis, Executive Director*	2200 Macdonald Ave, Richmond, CA 94801
Richmond Reentry	*Pat Mims, Director*	912 Macdonald Ave, Richmond, CA 94801
Rubicon	*Carole Dorham-Kelly, CEO*	2500 Bissell Ave, Richmond, CA 94804
RYSE Center	*Kimberly Aceves-Iñiguez, Co-Founder & Executive Director*	3939 Bissell Ave, Richmond, CA 94805
San Pablo Library	*Caroline Olsen, Library Manager*	13751 San Pablo Ave, San Pablo, CA 94806
Urban Tilth	*Doria Robinson, Executive Director*	323 Brookside Dr, Richmond, CA 94801
Village Keepers, Inc.	*Carrie Frazier, President & CEO*	East and Central Contra Costa County
Youth Early Intervention Partnership	*Collaborative program between several County departments, law enforcement agencies, the Contra Costa County Office of Education, and community-based service providers*	

OUTSIDE OF CONTRA COSTA COUNTY OR DISTRICT UNKNOWN

ORGANIZATION	LEADER & TITLE	ADDRESS
Biotech Partners	*Lynda E. Gayden, Executive Director*	388 Market St, #1300, San Francisco, CA 94111
Communities United for Restorative Youth Justice (CURYJ)	*George Galvis, Executive Director*	1946 Embarcadero, Oakland, CA 94606
Community and Youth Outreach (CYO)	*David Muhammad, Board Chair*	P.O. Box 19500, Oakland, CA 94619
East Bay Asian Youth Center	*David Kakishiba, Executive Director*	2025 E 12th St, Oakland, CA 94606
El Concilio	*Jose R. Rodriguez, President & CEO*	445 N. San Joaquin St, Stockton, CA 95202
Family Resource Center (Central Valley)	*Unable to identify*	1014 Brighton Ave, El Centro, CA
Family Resource Centers Network	*Yvette Baptiste, Board Chair*	13300 Crossroads Parkway North, Ste 450, City of Industry, CA 91746
Fred Finch Youth and Family Services	*Thomas N. Alexander, LCSW*	3800 Coolidge Ave, Oakland, CA 94602
Fresh Lifelines for Youth	*Ali Knight, Executive Director*	Sobrato Center for Nonprofits, 568 Valley Way, Milpitas, CA 95035
Hidden Genius Project	*Brandon Nicholson, CEO*	1441 Franklin St, 4th Floor, Oakland, CA 94612
Huckleberry Youth Programs	*Douglas Styles, Executive Director & CEO*	3450 Geary Blvd, #107, San Francisco, CA 94118
Independent Living Skills Program (ILSP)	*Teshika Hatch, Transitions Director*	675 Hegenberger Rd, #100, Oakland, CA 94621
Lincoln Families	*Allison Staulcup Becwar, President & CEO*	1266 14th St, Oakland, CA 94607
Love Never Fails	*Vanessa Russell, Founder & Executive Director*	22580 Grand St, Hayward, CA 94541
Lyric Performing Arts	*Mrs. Taiwo Kujichagulia-Seitu, MBA, CEO*	Oakland, CA
MISSSEY (Oakland)	*Jennifer Lyle, Executive Director*	424 Jefferson St, Oakland, CA 94607
National Alliance on Mental Illness	*Daniel H. Gillison, Jr., CEO*	4301 Wilson Blvd, Ste 300, Arlington, VA 22203
Pacific Clinics	*Kathy McCarthy, CEO/President*	499 Loma Alta Ave., Los Gatos, CA 95030
REACH Ashland Youth Center	*Erik Sakamoto, Executive Director*	16335 E 14th St, San Leandro, CA 94578
Seneca (school based mental health services for high acuity kids)	*Leticia Galyean, Chief Executive Officer*	8945 Golf Links Rd, Oakland, CA 94605
Sparkpoint Centers	*Kelly Batson, Interim CEO & Chief Community Impact Officer*	550 Kearny St, # 510, San Francisco, CA 94108
Stu212 Music Therapy, Coping and Creativity	*Jeremy Phillips, Director*	No physical location
The Chinatown Youth Center in SF	*Sarah Ching-Ting Wan, Executive Director*	1038 Post St, San Francisco, CA 94109
Young Women's Freedom Center	*Julia Arroyo, Executive Director*	832 Folsom St, #700, San Francisco, CA 94107
Youth Alive	*Joseph Griffin, Executive Director*	3300 Elm St, Oakland, CA 94609
Youth Uprising	*Meredith Brown, President & Board Chair*	8711 Macarthur Blvd, Oakland, CA 94605

Appendix D

Survey

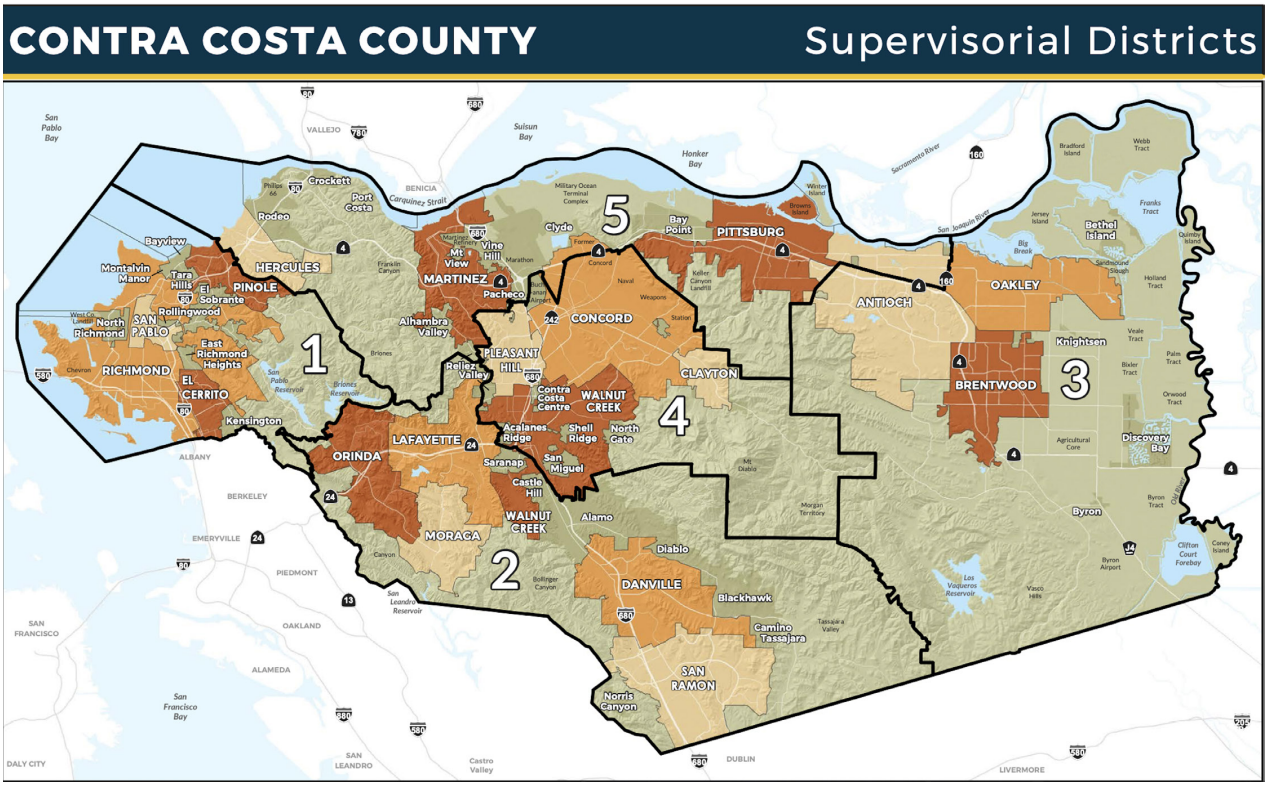
WELCOME TO THE CONTRA COSTA COUNTY YOUTH CENTERS SURVEY!

Hello and thank you for taking the time to participate in this survey. The purpose of this brief questionnaire is to gather feedback from our community members, like you, about (1) where our three new youth centers in Contra Costa County should be located, and (2) what services, programs, and resources are needed.

It is important to note that this survey is only for people who either reside or serve youth in Contra Costa County Districts 3, 4, or 5. For those who either reside or serve youth in Districts 3, 4, or 5, your voice is among the most important in this decision-making process. Therefore, to the extent possible please make sure to answer each question. If you do not feel comfortable answering a question, you can select "Prefer not to say." The survey only takes about 10–12 minutes to complete, so we hope you can find the time to provide your input.

To select the best locations for the youth centers, it's very important that we hear from as many people as possible. Please be assured that your responses will be completely anonymous. No one will know who said what, so we encourage you to be honest and detailed in your feedback. Thank you again for helping shape the future of youth services in our county!

Please use the map below to answer the questions that follow.



1. Do you live in District 3, 4, or 5 in Contra Costa County?

- ○ Yes
- ○ No

In which district do you live?

- ○ 3
- ○ 4
- ○ 5

2. Do you work as a staff member, manager, or director at a youth service provider or school in Districts 3, 4, and/or 5?

- ○ Yes
- ○ No

In which district do you serve or teach youth?

- ○ 3
- ○ 4
- ○ 5

3. Which ages should the youth centers focus on? Please select all ages you think youth centers should serve.

☐ 13	☐ 17	☐ 21	☐ 25
☐ 14	☐ 18	☐ 22	☐ I prefer not to say
☐ 15	☐ 19	☐ 23	
☐ 16	☐ 20	☐ 24	

4. What groups do you think are most in need of a youth center? **Please rank them according to their needs (1 = Most in need) by dragging each into your order of preference.**

Kids and teens with disabilities

All (none of the groups need a youth center more than the others)

LGBTQ+ youth

Low-income families

Families new to the area

Out-of-school youth

Single parent households

Youth from systems of care (for example, foster care, homeless, justice involved)

Other: _____

5. What are the main challenges faced by young people in your neighborhood? **Please choose and rank the top five by dragging an item from the left and dropping it into the box on the right.**

- Drug use (alcohol, smoking, illegal substances, etc.)
- Access to healthcare or other social services
- Community violence
- Discrimination (racism, sexism, etc.)
- Child abuse/neglect
- Lack of free/low-cost recreational opportunities
- Lack of equity, diversity, and/or inclusion
- Employment/job opportunities
- Bullying
- Housing quality or affordability
- Poverty
- Homelessness
- Mental health (anxiety, depression, etc.)
- Hunger/food insecurity
- Other: _____

TOP 5

6. What kind of programs would you like the youth center to offer? **Please choose and rank the five most important by dragging an item from the left and dropping it into the box on the right.**

- Health and sex education/access to resources
- Safe space for leisure (quiet, meditation, calm, etc.)
- Sports leagues and fitness programs
- Music, art, or culture programs
- Technology/computer labs
- Youth leadership opportunities
- Mentoring programs
- Language/literacy/ESL (English as a Second Language) programs
- Youth employment trainings, resources/recruitments
- Academic support and/or tutoring
- Behavioral/mental health support/resources
- Social-emotional growth programs
- Counseling/support groups
- Food access/sustainable farming programs
- Housing navigation support
- Life skills training (e.g., budgeting, cooking, etc.)
- Community building or peer-oriented events
- Other: _____

TOP 5

7. What skills, experiences, or characteristics of youth center staff are most important in helping youth achieve their goals? **Please rank them according to importance (1 = most important) by dragging each into your order of preference.**

Food access/sustainable farming programs

Housing navigation support

Life skills training (e.g., budgeting, cooking, etc.)

Community building or peer-oriented events

Being from the community where the new youth center will be located

Having experience working in the public education system

Having general experience working with teens and young adults

Having lived experience (for example, staff have been homeless or been in the foster care system themselves)

Having experience being a case manager at another youth center (or similar organization)

Other: _____

8. Which neighborhood/town in the district(s) you are affiliated with do you recommend that a youth center be located? **Please indicate only one choice for each district you are affiliated with.**

9. Please describe a youth center that you would want to go to.

10. What else would you like to share about the possibility of having a youth center in an area you recommended?

11. What are the most important times for the youth centers to be open? Please select only your three top preferences.

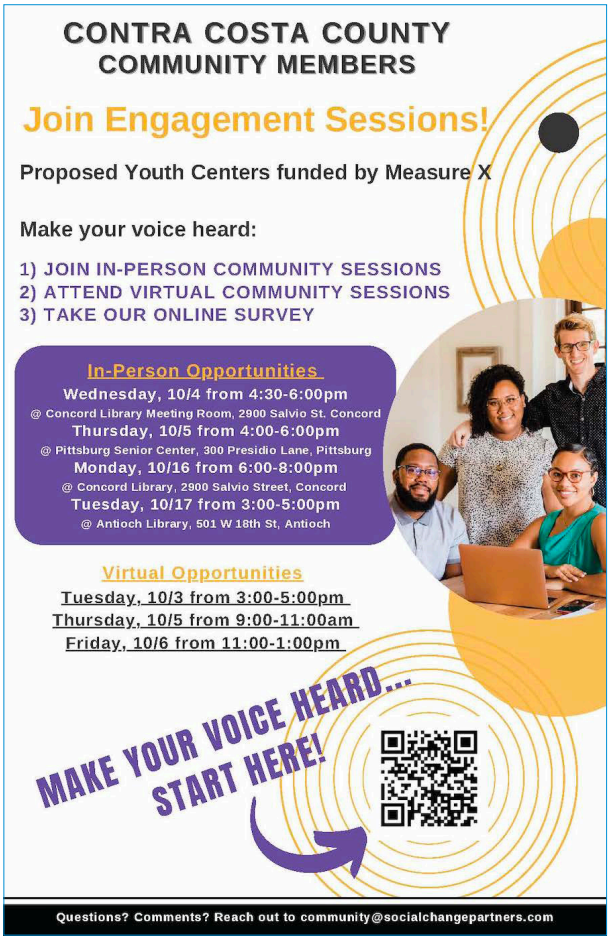
- ☐ Weekday mornings
- ☐ Weekday afternoons
- ☐ Weekday evenings
- ☐ Weekend mornings
- ☐ Weekend afternoons
- ☐ Weekend evenings

Appendix E

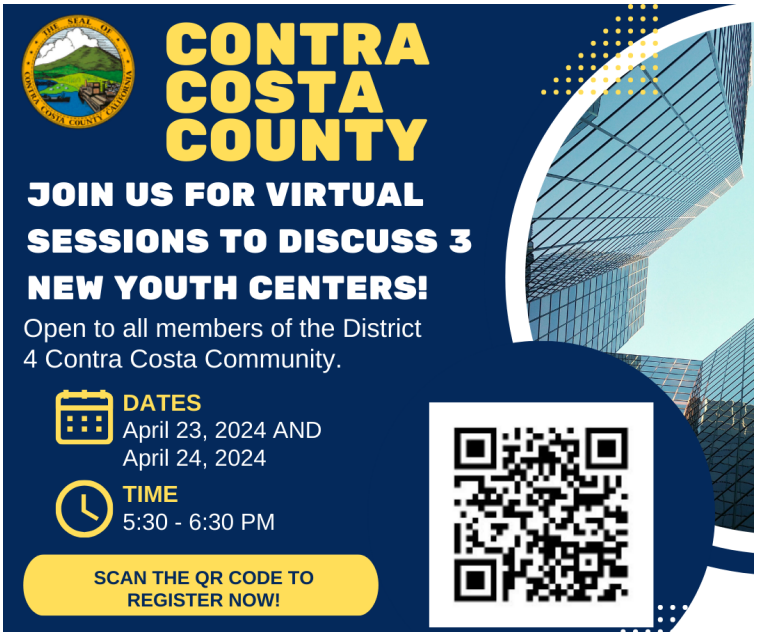
Advertising Samples

1. Flyer advertising three of the listening sessions
2. One of the Facebook advertisements

1



2



Appendix B: List of Existing Needs Assessments Reviewed

"Assessment of Service Needs, Strengths, and Opportunities for Children, Youth, and Families in Pittsburg, California." Lincoln Families. January 2023. https://drive.google.com/file/d/1NrZXTGruclZmlbOfw09TV0k3zFqLLRAj/view?usp=sharing

"Contra Costa County Comprehensive Prevention Plan." Contra Costa County Children & Family Services and Contra Costa County Probation Department. July 2023. https://www.caltrin.org/wp-content/uploads/2023/07/Contra-Costa-CPP-7.24.23.pdf

"Contra Costa County Youth and Young Adult Homelessness Community Needs Assessment," presentation to the Council on Homelessness. Matthew Aronson Consulting. March 7, 2024. https://www.contracosta.ca.gov/AgendaCenter/ViewFile/Agenda/_03072024-6064

"Contra Costa County 2021 Report on Juvenile Justice Programs and Services." Resource Development Associates Consulting. 2022. https://rdaconsulting.com/wp-content/uploads/2022/08/2021_Report_on_Juvenile_Justice_Programs_and_Services_202200211_STC.pdf

"Contra Costa Health 2023-2026 Cultural Humility Plan." Contra Costa Health, Behavioral Health Services. https://www.cchealth.org/home/showpublisheddocument/29709/638457484253500000

"East Contra Costa STRONG Collaborative Fund Learnings from the Field 2022-2023." East Bay Community Foundation. 2023. https://www.ebcf.org/wp-content/uploads/2023/11/ECCC-STRONG-2023-Learning-Brief.pdf

"John Muir Health 2022 Community Health Needs Assessment." John Muir Health. https://www.johnmuirhealth.com/content/dam/jmh/Documents/Community/John%20Muir%20Health%20CHNA%20Report%2012.14.2022_Final.pdf

"Measure X Community Advisory Board Report to the Contra Costa County Board of Supervisors." Submitted by Mariana Moore, Chair, and BK Williams, Vice Chair, on behalf of the Measure X Community Advisory Board. October 6. 2021. http://64.166.146.245/docs/2021/BOS/20211116_1824/47237%5FAttachment%20E%20%2D%20BOS%2010%2D6%2D21%20%2D%20Final%20%2D%20Final%20for%20BOS.pdf

"Recommendations for Contra Costa Office of Racial Equity and Social Justice." Contra Costa County Office of Racial Equity and Social Justice. 2022. http://64.166.146.245/docs/2022/BOS/20221025_2041/50520_ORESJ.FINAL.190CT2022.pdf

"Sutter Health 2022 Community Health Needs Assessment." Sutter Delta Medical Center. https://www.sutterhealth.org/pdf/for-patients/chna/sdmc-2022-chna.pdf

"2024-2025 Juvenile Justice Crime Prevention Act and Youthful Offenders Block Grant Annual Plan." Contra Costa County Probation Department. April 29, 2024. https://www.bscc.ca.gov/wp-content/uploads/2024/05/Conta-Costa-JJCPA-YOBG-2024-2025-Annual-Plan.pdf

"2022 Community Health Needs Assessment." Kaiser Permanent Antioch Medical Center. September 27, 2022. https://about.kaiserpermanente.org/content/dam/kp/mykp/documents/reports/community-health/antioch-chna-2022.pdf

Appendix C: Literature Review Citations

"Best Practices for Youth-Serving Organizations." The Parenting Network/Awareness to Action Milwaukee. March 2016. https://irp.cdn-website.com/9099c724/files/uploaded/20%20Best%20Practices%20of%20Youth-Serving%20Agencies.pdf

"Best Practices: Positive Youth Development." University of Maryland, Baltimore, School of Social Work, The Institute for Innovation and Implementation. https://theinstitute.umaryland.edu/

Hovde, Kate, and Hahn La, Katherina Rosqueta, Molly Sinderbrand and Stacy Taylor. "Opportunity Youth Toolkit." University of Pennsylvania Social Policy & Practice, The Center for High Impact Philanthropy. 2021. https://www.impact.upenn.edu/toolkits/opportunity-youth-toolkit/

"Losing Generations: Adolescents in High-Risk Settings." National Academies of Sciences, Engineering, and Medicine. Washington, D.C. The National Academies Press. 1993. https://doi.org/10.17226/2113

McCombs, Jennifer Sloan, Anamarie A. Whitaker, and Paul Youngmin Yoo. "The Value of Out-of-School Time Programs." Santa Monica, CA: RAND Corporation. 2017. https://www.rand.org/pubs/perspectives/PE267.html

Petrokubi, J., & Janssen, C. "Creating Inclusive and Effective Environments for Young People: Exploring Youth Voice and Youth Adult Partnership." Portland, Oregon: Education Northwest, Institute for Youth Success. 2017. https://educationnorthwest.org/resources/exploring-youth-voice-and-youth-adult-partnership

"Positive Youth Development." Administration for Children and Families' Family and Youth Services Bureau. https://www.acf.hhs.gov/fysb/positive-youth-development#:~:text=Evidence%20for%20PYD&text=Physical%20and%20psychological%20safety%20and,Emotional%20and%20moral%20support

"Positive Youth Development." Youth.Gov. https://youth.gov/youth-topics/positive-youth-development

Settipani, C.A., Hawke, L.D., Cleverley, K. et al. "Key attributes of integrated community-based youth service hubs for mental health: a scoping review." Int J Ment Health Syst 13, 52. 2019. https://doi.org/10.1186/s13033-019-0306-7

Silva, D. J., Petrilla, C. M., Matteson, D., Mannion, S., & Huggins, S. L. "Increasing Resilience in Youth and Families: YAP's Wraparound Advocate Service Model." Child & Youth Services, 41(1), 51–82. 2019. https://doi.org/10.1080/0145935X.2019.1610870

Appendix D: Data Methodology

This Appendix describes the methodology used to access and analyze data contained in the Countywide Demographic Data section of this report and in the Youth Profile text boxes found in the District 3, 4 and 5 Youth Center Implementation Plan sections, unless otherwise noted in the body of the report.

Data for these sections were pulled and analyzed by New Ways to Work, a consulting firm that works with policy makers, local leaders and youth practitioners to improve their practice, and to define better ways to connect organizations and leverage resources to prepare youth and young adults for the future. The EHSD contracted with Social Change Partners, who in turn subcontracted with New Ways to Work, to conduct public engagement facilitation services for the purpose of gathering community input to inform planning for the Measure X-funded youth centers.

New Ways to Work utilized Public Use Microdata Areas (PUMAs) in its analysis. PUMAs are statistical geographic areas created by the United States Census Bureau. They are designed for the dissemination of Public Use Microdata Sample (PUMS) data. Each PUMA area contains at least 100,000 people. PUMAs are the smallest geographic units for which the Census Bureau provides comprehensive sample data, ensuring the confidentiality of respondents' information while providing detailed geographic data for analysis. PUMA areas are non-overlapping, and while they often align with county boundaries, larger counties may contain multiple PUMAs, and smaller counties might be combined into a single PUMA. PUMAs are used in various census and survey data products, including the American Community Survey (ACS). Researchers and policymakers use PUMA-level data to examine demographic, social, and economic trends in specific areas. PUMAs remain consistent throughout each decade, allowing for reliable comparisons over time.

Data in the relevant sections of this report came from the ACS (2022, 1-Year Estimates) and were downloaded from IPUMS (https://usa.ipums.org/usa), a part of the Institute for Social Research and Data Innovation at the University of Minnesota.[1] IPUMS curates, integrates, and disseminates global census and survey data, providing harmonized and documented datasets to facilitate comparative research, longitudinal studies, and analysis within family and community contexts. In other words, IPUMS uses data directly from the source and makes it easier to analyze and interpret findings and changes over time.

Because there is no meaningful correspondence between Contra Costa County supervisorial districts and the PUMAs that comprise Contra Costa County, the data presented in this report are estimates based on New Ways to Work's selected methodology. Supervisorial Districts 3, 4, and 5 span eight of the County's nine PUMAs. Without some information about population overlap between PUMAs and supervisorial districts, accurately examining any demographic information is not possible. However, by using a combination of two research tools, the researchers were able to use data from the ACS to provide a realistic snapshot of youth in Districts 3, 4, and 5.

First, using geographic information system (GIS) software developed by ESRI, the researchers mapped census tracts onto supervisorial districts. With this information, the researchers were able to identify the specific census tracts within each district. The researchers then leveraged a tool developed by the Missouri Census Data Center (the Geographic Correspondence Engine; Geocorr) to calculate the proportion (or allocation) of individuals living in one type of geographic area (in this case PUMA) who also live in another type of geographic area (in this case specific census tracts). For example, a PUMA-to-census tract allocation factor of 0.0439 indicates that approximately 4.4% of the population in the Brentwood and Oakley PUMA reside within census tract 3010.

Through this process, New Ways to Work was able to approximate the youth population within the boundaries of each supervisorial district in order to estimate their demographic profile based on the underlying ACS data.

A final note on the analysis of poverty rates in families with youth: The researchers calculated a poverty-to-income (PI) ratio of 100. The poverty-to-income ratio refers to a scaled measurement used in analysis that categorizes income as a percentage of the poverty threshold. In this case, a PI ratio was used to identify households with income below 100 percent of the poverty threshold.

1 Ruggles, S., Flood, S., Sobek, M., Backman, D., Chen, A., Cooper, G., Richards, S., Rogers, R., & Schouweiler, M. (2024). *IPUMS USA: Version 15.0* [dataset]. Minneapolis, MN: IPUMS. https://doi.org/10.18128/D010.V15.0

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-282 **Agenda Date:** 8/6/2024 **Agenda #:** C.36.

To: **Board of Supervisors**

From: Anna Roth, Health Services Director

Report Title: CSA EM-1 Final Report (Measure H) - FY 2024-25

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution confirming Final Report for CSA EM-1 (Emergency Medical Services) and setting assessments to be collected with the Fiscal Year (FY) 2024-25 property taxes.

FISCAL IMPACT:
Proposed FY 2024-25 assessments for CSA EM-1 total $4,819,142.38. There is no General Fund impact.

BACKGROUND:
On June 25, 2024, the Board of Supervisors held a public hearing on the Tentative Report for CSA EM-1 and adopted Resolution No. 2024/235 declaring the Board's intent to levy assessments set forth in that report. Pursuant to Ordinance Code Section 1012-2.612, the attached Final Report for CSA EM-1 updates the Tentative Report based solely upon changes in ownership, changes of address, subdivision of existing parcels, and changes in the class of use of parcels.

Revenues from the CSA EM-1 assessments are used to provide an enhanced countywide emergency medical service system as approved by the voters with the passage of Measure H in November 1988. Enhanced EMS services include (1) increased paramedic coverage; (2) added emergency medical training and equipment for firefighters; and (3) an improved EMS communications system.

The basic assessment rate proposed for Zone B, comprising all the area of Contra Costa County except for San Ramon Valley, is $10.00 per single-family residence or benefit unit. The rate proposed for Zone A (San Ramon Valley), which does not include paramedic subsidy, is $3.94. These rates are unchanged from the prior year.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to set the CSA EM-1 assessment rate prior to August 10, 2024, may result in the EM-1 assessments not being included in the property tax bills.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: The Confirmation of Final Report for County Service Area EM-1 (Emergency Medical Services) Fiscal Year 2024-25 and Approval of Assessments.

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

WHEREAS, the Board, on June 25, 2024, held a public hearing and thereafter adopted Tentative Report for CSA EM-1, Fiscal Year 2024-25 has been filed with the Clerk of the Board pursuant to Ordinance Code Section 1012-2.602.

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby confirms the Tentative Report for CSA EM-1, Fiscal Year 2024-25, and the assessments identified therein for Fiscal Year 2024-25.

August 6, 2024

The attached Final Report for County Service Area EM-1 (Zones A and B) for Fiscal Year 2024-25 is hereby filed pursuant to Ordinance Code Section 1012-2.602.

_____

Marshall Bennett
Emergency Medical Services Director

CONTRA COSTA HEALTH SERVICES
Emergency Medical Services Agency

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

Final Report

Fiscal Year 2024-25

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

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

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

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

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

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

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

ASSESSMENT = BENEFIT UNITS x RATE

Zone A

The RATE that has been established for Zone A is:

$3.94 per BENEFIT UNIT

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

The total ASSESSMENTS for Zone A are $240,052.38 based upon 52,219 ASSESSED PARCELS.

Zone B

The RATE that has been established for Zone B is:

$10.00 per BENEFIT UNIT

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

The total ASSESSMENTS for Zone B are $4,579,090.00 based upon 303,095 ASSESSED PARCELS.

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

Table of Benefit Units

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

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

Table of Benefit Units
(Continued)

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

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

Table of Benefit Units
(Continued)

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

Exhibit B

COUNTY SERVICE AREA EM-1

Zone A - Table of Assessments

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

COUNTY SERVICE AREA EM-1

Zone A - Table of Assessments
(continued)

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

COUNTY SERVICE AREA EM-1

Zone A - Table of Assessments
(continued)

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

Exhibit C

COUNTY SERVICE AREA EM-1

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

On file at:

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

Exhibit D

COUNTY SERVICE AREA EM-1

Zone B - Table of Assessments

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

COUNTY SERVICE AREA EM-1

Zone B - Table of Assessments
(continued)

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

COUNTY SERVICE AREA EM-1

Zone B - Table of Assessments
(continued)

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

Exhibit E

COUNTY SERVICE AREA EM-1

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

On file at:

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

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2397 **Agenda Date:** 8/6/2024 **Agenda #:** C.37.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: PROPOSED RESPONSE TO GRAND JURY REPORT NO. 2404, COUNTY PETROLEUM REFINERIES AND HAZARDOUS MATERIAL RELEASES - IMPROVING THE HAZMAT RESPONSE

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT report prepared by the Health Services Department as the Board of Supervisors' response to Contra Costa Civil Grand Jury Report No. 2404, entitled “County Petroleum Refineries and Hazardous Material Releases - Improving the Hazmat Response” (Report), and DIRECT the Clerk of the Board to transmit the Board’s response to the Superior Court no later than September 9, 2024.

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

BACKGROUND:
The 2023-24 Contra Costa County Civil Grand Jury filed the above-referenced report on June 11, 2024 (see Attachment) which was addressed to and received by the Board of Supervisors on June 25, 2024 and subsequently referred to the County Administrator, the Health Services Director, and the Sheriff-Coroner for response.

Attached are the proposed responses to the grand jury’s findings and recommendations prepared by the County Administrator and the Health Services Department. The California Penal Code specifies that the Board of Supervisors must forward its response to the Superior Court no later than September 9, 2024 (90 days from the date of the report’s filing).

The report includes four (4) findings assigned to the Board of Supervisors. For each finding, the County is responsible for indicating one of the following actions:

- We agree with the finding.
- We disagree with the finding.
- We partially disagree with the finding.

In each case where the County disagrees or partially disagrees, the County must specify the portion of the finding that is disputed and include an explanation of the reasons therefore.

The report concludes with four (4) recommendations assigned to the Board of Supervisors; however, the department has also prepared a response to Recommendation R.7. The Grand Jury did not request a response

from anyone on this recommendation, but staff recommends responding to this recommendation because staff plans to submit the new CUPA permit fee schedule to the Board of Supervisors for consideration by December 31, 2024. For each recommendation, the County is responsible for stating one of the following actions:

- The recommendation has been implemented, with a summary describing the implemented action.
- The recommendation has not yet been implemented but will be implemented in the future, with a timeframe for implementation.
- The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a timeframe for the matter to be prepared for discussion. This timeframe shall not exceed six months from the date of the publication of the Grand Jury Report.
- The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

The attached draft responses are presented for the Board of Supervisors' consideration to transmit to the presiding judge. The response must be provided no later than September 9, 2024.

CONSEQUENCE OF NEGATIVE ACTION:
Should the Board not adopt a response today, the County will miss the response deadline.

Contra Costa County Response to Civil Grand Jury Report No. 2404, entitled "County Petroleum Refineries and Hazardous Materials Releases – Improving the Hazmat Response"

Findings

F3. Contra Costa Health Services has hired an outside contractor to perform a CUPA fee study which is in draft status and currently not available for inclusion in this report.

Response: *Respondent agrees with the finding.*

F4. One purpose of the new CUPA fee study is to support the request from Contra Costa Health Services for a change in its organizational structure to establish the job classification of Supervising Hazardous Materials Specialist.

Response: *Respondent agrees with the finding.*

F5. Contra Costa Health Services is in the process of receiving approval from the Board of Supervisors to add three Supervising Hazardous Materials Specialists to its staff.

Response: *Respondent agrees with the finding. The Contra Costa County Board of Supervisors approved the establishment of the job classification Supervising Hazardous Materials Specialist and the addition of three (3) positions on June 25, 2024.*

F6. Placing a toxicologist on retainer would enable Contra Costa Health Services to obtain a toxicology report needed for some hazardous material release incidents without the delay of the current procedure.

Response: *Respondent agrees with the finding.*

Recommendations

R3. By December 31, 2024, the Board of Supervisors should approve a modification to HMINP giving residents the option to receive awareness messaging from CWS for Level One incidents that can be observed or sensed by the public off site.

Response: *The recommendation has not been implemented. Contra Costa Health Services staff intend to bring the recommendation before the Board of Supervisors for consideration by December 31, 2024.*

R4. By December 31, 2024, the Board of Supervisors should consider approval of the request from Contra Costa Health Services to establish the job classification of Supervising Hazardous Materials Specialist.

Response: *The recommendation has been implemented. The Contra Costa County Board of Supervisors approved the establishment of the job classification Supervising Hazardous Materials Specialist on June 25, 2024.*

R5. By December 31, 2024, the Board of Supervisors should consider approval of the request from Contra Costa Health Services to add three Supervising Hazardous Materials Specialists to the staff at HazMat.

Response: *The recommendation has been implemented. The Contra Costa County Board of Supervisors approved the addition of three (3) Supervising Hazardous Materials Specialist positions on June 25, 2024.*

R6. By December 31, 2024, the Board of Supervisor should consider approval of the retention on retainer of a toxicologist by Contra Costa Health Services.

Response: *The recommendation has not been implemented. Contra Costa Health Services staff intend to bring the recommendation before the Board of Supervisors for consideration by December 31, 2024.*

R7. By December 31, 2024, the Board of Supervisors should consider approval of the new CUPA permit fee schedule proposed by Contra Costa Health Services.

Response: *The recommendation has not been implemented. Contra Costa Health Services staff intend to bring the recommendation before the Board of Supervisors for consideration by December 31, 2024.*

Grand Jury

Contra Costa County

725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

June 11, 2024

Monica Nino
Contra Costa County
1025 Escobar Street
Martinez, CA 94553

Dear Monica Nino:

Attached is a copy of Grand Jury Report No. 2404, "County Petroleum Refineries and Hazardous Material Releases: Improving the Hazmat Response" by the 2023-2024 Contra Costa County Grand Jury

Sincerely,

Joanne Sarmento

Joanne Sarmento, Foreperson
2023-2024 Contra Costa County Civil Grand Jury

Enclosure

RECEIVED
JUN 14 2024
COUNTY ADMINISTRATOR

A Report of
The 2023 – 2024 Contra Costa County Civil Grand Jury

Report 2404
June 10, 2024

County Petroleum Refineries And Hazardous Material Releases

Improving The Hazmat Response

Civil Grand Jury reports are posted at: https://www.cc-courts.org/civil/grand-Jury-reports.aspx

A Report of
The 2023 – 2024 Contra Costa County Civil Grand Jury

Report 2404
June 10, 2024

County Petroleum Refineries And Hazardous Material Releases

Improving The HazMat Response

APPROVED BY THE GRAND JURY

Joanne Sarmento

JOANNE SARMENTO
GRAND JURY FOREPERSON

6/11/24

Date

APPROVED FOR FILING

Terri Mockler

Hon. TERRI MOCKLER
JUDGE OF THE SUPERIOR COURT

6/11/24

Date

Civil Grand Jury reports are posted at: https://www.cc-courts.org/civil/grand-Jury-reports.aspx

SUMMARY

Contra Costa County is home to four petroleum refineries. Petroleum refineries store and utilize hazardous materials that pose a potential health risk to the surrounding community. To "promote prompt and accurate reporting of releases or threatened releases of hazardous materials that may result in injury or damage to the community and/or the environment" the Contra Costa Health Services Hazardous Materials Program (HazMat) administers the Hazardous Materials Incident Notification Policy (HMINP), approved by the Board of Supervisors in 1991.[1] As part of HMINP, HazMat can activate the Community Warning System (CWS) to alert surrounding communities to the release of hazardous materials. CWS is a web-based alert and notifications system that is designed to be activated by the petroleum refinery, preferably using a computer terminal at its facility connected to a similar computer terminal at HazMat.[2] HMINP includes specific guidelines to be used by the petroleum refinery to advise HazMat whether a particular release or threatened release poses a health hazard to the community, and to assess and report to Hazmat the severity of the risk created by that particular release.

As noted in HMINP Attachment A-1, the Community Warning System does not provide any direct notification to the public of any hazardous materials release that is not expected to have off-site health consequences, defined in HMINP as Level One releases. Our investigation confirms that CWS could be modified to provide direct notification to the public through phone calls, text messages and emails even for Level One releases, and we have concluded that this change to HMINP should be considered by the Board of Supervisors.

Currently, CWS is an "opt-in" system. Residents must register their cell phones to receive notifications on those phones of reported releases or threatened releases of hazardous materials. We recommend that the county continue to acquire all available cell phone contact data for county residents, and that the Board of Supervisors develop a plan to provide for a system in which all cell phone numbers of county residents are automatically added to CWS to include an option for the resident to "opt-out" of the system should they choose to do so.

As a separate matter, the current staffing structure used by HazMat to respond to hazardous material releases is, according to HazMat, not as effective as it should be, and to address this deficiency three new supervisory positions should be added to the staff. In addition, HazMat should place a toxicologist on retainer. This may reduce the current delay in the public's understanding of the health impacts of a hazardous release incident. These four positions can be added at no additional cost to the county and these staff changes should be considered by the Board of Supervisors.

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[1] Relevant portions of the Hazardous Materials Incident Notification Policy can be found at: https://www.cchealth.org/home/showpublisheddocument/719/638240012037070000

[2] The refineries, Marathon Petroleum, Martinez Renewable Fuels, the Chevron Richmond Refinery, Martinez Refining (PBF Energy), the Phillips 66 Refinery in Rodeo, and four other industrial plants in the county that use hazardous chemicals (Chemtrade Logistics, Richmond, EcoServices, Inc. Martinez, Corteva Agrisciences, LLC, Pittsburg and K2Pure Solutions, Pittsburg) have and can use the computer terminal at their facility, which is the preferred method, or use an emergency response pager or telephone to notify HazMat.

BACKGROUND

Contra Costa County is home to at least nine industrial chemical processing facilities; four of Northern California's five petroleum refineries are located in the county. The petroleum refineries have released potentially dangerous compounds into the air and ground, endangering county residents' health. It is the responsibility of HazMat to monitor the compliance of the petroleum refineries and other responsible businesses[3] with existing safety regulations regarding their use of hazardous materials, to respond to hazardous materials release incidents, and to report and provide warnings to the public regarding releases of hazardous materials.

The HMINP Notification System for CWS

HMINP authorizes notices to be provided by phone calls to landline telephones, and to cell phones with text messages and emails to individuals who have registered their cell phones with CWS, as well as for postings to social media such as Facebook and X (formerly known as Twitter), and information banners posted on the website maintained by HazMat. Landline phone numbers are automatically available to CWS using the reverse 911 directory.

HMINP defines releases or threatened releases as follows:

- A Level One release is not expected to have off-site health consequences.
- A Level Two release is expected to go off-site and may have adverse health consequences for sensitive individuals including those with lung or heart disease, the elderly, and the very young.
- A Level Three release is expected to go off-site and may have adverse health consequences for the general public.

For a reported Level Two or Level Three release, HMINP provides notifications for members of the public who have registered their cell phones to receive messages from the system.[4]

CWS is used by the county to provide notifications to residents for all potential life-safety hazards, not just hazardous materials releases, but also for fires, earthquakes, floods, and law enforcement activities. CWS is maintained and operated within the county's Office of the

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[3] Defined in HMINP, Section III, as "facilities and other entities that have custody of the hazardous material at the time it is accidentally released or the facility where the release occurs."

[4] Until May 2023, HMINP did not require text messages and emails be sent to registered cellphones for a Level Two release. As with Level One, only postings on social media and on the HazMat website were provided to the public. That policy was amended to provide for direct notifications for a Level Two release, and HazMat is to be commended for adding this important modification to HMINP.

Sheriff's Emergency Services Division. Residents must affirmatively register their cell phones with CWS directly to receive notifications on those devices.[5]

Every responsible business in the county, including the petroleum refineries, is legally required to immediately notify HazMat of any release of hazardous materials. This requires that the business set the initial classification level of the release. The county relies on the responsible businesses to comply with this HMINP policy so HazMat can provide accurate notifications to the affected communities.

Releases reported to HazMat occur frequently. As shown in Appendix One, in the thirteen months following November 2022, the four petroleum refineries in the county notified HazMat of 247 releases. These included flares, fires, and spills. This report focuses specifically on the petroleum refineries, but the findings can apply to all regulated responsible businesses in the county.

Development of an Opt-Out Registration for CWS

About 30% of county residents have registered with CWS with the result that the 70% of residents who have not registered may not receive any alerts or notifications. With an opt-out system, additional residents' cell phones would automatically be added to CWS to be used for any emergency or informational notification, and more residents would likely receive notices concerning hazardous material releases. The resident would then have the option to remove the cell phone number from the system. CWS is permitted by state law to obtain the necessary information from cell phone providers to compile the necessary data.[6]

When an incident occurs HazMat must be notified by the refinery, preferably from the remote computer terminal maintained at the refinery facility, or by emergency response pager or telephone. HazMat then consults with the refinery and may send 5 or 6 staff technicians to investigate and assess the incident on site. A refinery may categorize a hazardous release as only a Level One when it should have a higher classification. HMINP allows HazMat to change a Level One notification to a Level Two or Level Three, and this authority was used for a sulfur release from Martinez Refining Company (MRC) on December 15, 2023, due to noxious odors emitted from the facility as reported by the public.[7] However, if an incident is not reported by a petroleum refinery to HazMat, it can be too late to activate CWS. The recent example is the unreported Thanksgiving 2022 release from MRC of an estimated 20 tons of spent catalyst used in their refining process. The release began on November 24 and continued into the early hours of November 25. HazMat learned of the release only from media accounts two days after it had

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[5] Notices can in very specific circumstances be automatically sent to unregistered cell phones directly from cell towers to phones within range of a tower or towers under the federal Wireless Emergency Alert System.

[6] Government Code Section 8593.4 provides in relevant part: "(a) A local government may enter into an agreement to access the contact information of resident accountholders through the records of a public utility for the sole purpose of enrolling residents of that local government in a city-operated, county-operated, or city- and county-operated public emergency warning system."

[7] https://www.eastbaytimes.com/2023/12/15/health-advisory-goes-out-to-martinez-residents-after-suspected-flaring-at-refinery

begun. Spent catalyst ash was found in the neighborhood surrounding MRC on cars and other outside surfaces. When HazMat learned of the release, the substance was no longer airborne and CWS was not activated. As analyzed by county and state investigators, including technicians from HazMat, and confirmed by lab reports, the release contained aluminum, barium, chromium, nickel, vanadium, and zinc. HazMat ultimately designated this release as a Level Two or higher. In January and March of 2023, HazMat advised residents on its website and through press releases not to eat produce from home gardens due to the release. A toxicology report was not commenced until May and not completed until June 8, 2023, approximately 6 months after the release. HazMat then issued an "all clear" notice for the home gardens. The release incident was classified under Section **H**. 3 of HMINP as a Major Chemical Accident or Release (MCAR), which accordingly authorized the establishment of an ad hoc Oversight Committee to provide an independent root cause analysis, incident investigation, and community exposure/risk assessment of this release by MRC.[8]

Notifications for Level One Incidents

There is recent evidence that members of the public who have registered their cell phones want more information from CWS regarding hazardous material releases than is currently provided. A survey was conducted by Contra Costa Health Services from December 15, 2023 to January 19, 2024 that received 560 responses from 61 zip codes, primarily in Martinez, Pittsburg, and Richmond. Approximately 87% of the survey respondents indicated they would like to receive direct information regarding CWS Level One incidents.[9]

On May 30, 2024, Contra Costa Heath Services proposed to the ISO/CWS committee a modification to HMINP to provide for community awareness messaging for Level One incidents that include odor, audible impact, flaring lasting longer than 20 minutes or visible plumes off site. The proposal is currently under further review by HazMat as well as by the Office of the Sheriff's Emergency Services Division. HazMat is also to be commended for this initiative.[10]

Improvement of Staffing at HazMat

Concerning staffing, we have confirmed from public records that the Contra Costa Health agency which operates HazMat is approved by the Board of Supervisors to assess annual permit fees to

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[8] On January 5, 2023, HazMat asked the Contra Costa County District Attorney to take legal action against MRC for this unreported incident. On or about November 16, 2023, the District Attorney announced the commencement of a Joint Civil Enforcement Action against MRC. The conduct of MRC from November 2022 to December 2023, as listed in Appendix One, is not further addressed in this report which focuses on the resources and response capabilities of HazMat, HMINP, and CWS.

[9] A Summary of Survey Results is attached as Appendix Two.

[10] The proposal includes a new Level Zero notification policy posted solely on the Contra Costa Health Services website for hazardous material releases with no off-site impact of any kind.

the responsible businesses pursuant to the Contra Costa County Certified Unified Program Agency (CUPA) to cover the costs of administering the HazMat program, including HMINP.[11]

CUPA fees have not been modified since 2012 and Contra Costa Health Services has hired an outside contractor to perform a CUPA fee study which is in draft status and currently not available for inclusion in this report. We have learned that the purpose of the new CUPA fee study is to support the request from Contra Costa Health Services for a change in its organizational structure to establish the job classification of Supervising Hazardous Materials Specialist and add three such positions to report directly to the Assistant Director of HazMat.

On February 22, Contra Costa Health Services made a detailed report to the Industrial Safety Ordinance/Community Warning System (ISO/CWS) committee of the Board of Supervisors describing the proposed new organizational structure. Contra Costa Health Services has provided the ISO/CWS committee with its assessment of the improvements the proposed new organizational structure and new staff positions would provide.

METHODOLOGY

We have reviewed documents provided by Contra Costa Health Services, materials posted on the websites maintained by HazMat, the Martinez City Council, the Board of Supervisors, and comments from the public made at open meetings of government officials. We have reviewed HMINP and interviewed both personnel from various county departments and an outside industry expert.

DISCUSSION

Development of an Opt-Out Registration System for CWS

Currently CWS is an opt-in system in which residents must affirmatively register their cell phones to receive notifications on those devices of reported releases or threatened releases of hazardous materials, a system that presently includes only about 30% of county residents. We have concluded that an opt-out system in which all cell phone numbers of county residents are automatically added to CWS can be implemented by acquiring from public and private agencies, as permitted by state law, cell phone contact data for county residents, and that the Board of Supervisors should use this data to develop a plan to provide for a system in which all cell phone numbers of county residents are automatically added to CWS. The plan would include an option for residents to opt out of the system should they choose to do so.

Notification of Level One Releases

In addition, and whether or not an opt-out system is adopted, the survey evidence now available supports a finding that members of the public who have already registered their cell phones want to receive information from CWS on Level One releases. Residents should be given the option to receive this additional information.

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[11] HazMat also administers under CUPA, the California Accidental Release Prevention Program, the Underground Storage Tank Program, and the Aboveground Petroleum Storage Act Program pursuant to Health and Safety Code Section 25404.

Improvement of Staffing for HazMat

As reported to the ad hoc ISO/CWS committee of the Board of Supervisors, Contra Costa Health Services proposes adding three new Supervising Hazardous Materials Specialists. Under the current structure just one Supervisor, the Assistant Director of HazMat, oversees twenty (20) staff-level Hazard Materialist Specialists, making oversight difficult and hampering field operations if more than once incident occurs at the same time.

The proposed Supervising Hazardous Materials Specialists would respond and supervise 5 staff-level Hazardous Materials Specialists from among the 20 who are assigned to respond to a specific hazardous materials incident. The Supervising Hazardous Materials Specialists would have the authority to make binding decisions on what action to take in the field in response to a particular incident. The proposed specialists would report to the Assistant Director of HazMat, providing that Assistant Director with increased capacity to complete administrative tasks such as reviewing contracts for engaging third party services, such as a retained toxicologist, in lieu of supervising responses to hazardous materials incidents in the field.

Putting a Toxicologist on Retainer

Had a toxicologist been on retainer to HazMat, the impact of the Thanksgiving MRC release on home garden produce could have been resolved sooner. The estimate from HazMat is that having a toxicologist on retainer would have saved as much as three weeks' time to complete a report assessment of the health consequences to home garden produce as compared to the current system which includes no retained toxicologist.

Funding

Funding to change the process for collecting residents' contact data, the cost to modify HMINP, the cost to implement an opt-out registration system, and the retention of a toxicologist could be included in the new CUPA fee structure and/or be funded from Measure X revenue. Measure X is the countywide, 20-year, ½ cent sales tax approved by voters on November 3, 2020. The ballot measure language 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." (Bold added.) Modification to the CWS registrations system, HMINP, and retaining a toxicologist, would accordingly be an appropriate use of Measure X funds.

FINDINGS

F1. An opt-out rather than an opt-in system for all cell phone numbers of county residents should increase the percentage of residents receiving accurate and timely information regarding hazardous material releases.

F2. A Level One incident that may include flaring, fire/smoke/plume, odors, or other conditions that can be observed or sensed by the public off site is not presently reported by CWS to landline telephones or registered cell phones, and the system can be modified to do so.

F3. Contra Costa Health Services has hired an outside contractor to perform a CUPA fee study which is in draft status and currently not available for inclusion in this report.

F4. One purpose of the new CUPA fee study is to support the request from Contra Costa Health Services for a change in its organizational structure to establish the job classification of Supervising Hazardous Materials Specialist.

F5. Contra Costa Health Services is in the process of receiving approval from the Board of Supervisors to add three Supervising Hazardous Materials Specialists to its staff.

F6. Placing a toxicologist on retainer would enable Contra Costa Health Services to obtain a toxicology report needed for some hazardous material release incidents without the delay of the current procedure.

RECOMMENDATIONS

R1. By March 31, 2025, the Board of Supervisors should develop a plan to modify CWS so that it automatically registers all available contact data for all county residents and businesses into CWS and provides a mechanism for residents and businesses to opt out of the automatic registration process.

R2. By December 31, 2025, the Board of Supervisors should complete the implementation of the plan to modify CWS so that it automatically registers all available contact data for all county residents and businesses into CWS and provides a mechanism for residents and businesses to opt out of the automatic registration process.

R3. By December 31, 2024, the Board of Supervisors should approve a modification to HMINP giving residents the option to receive awareness messaging from CWS for Level One incidents that can be observed or sensed by the public off site.

R4. By December 31, 2024, the Board of Supervisors should consider approval of the request from Contra Costa Health Services to establish the job classification of Supervising Hazardous Materials Specialist.

R5. By December 31, 2024, the Board of Supervisors should consider approval of the request from Contra Costa Health Services to add three Supervising Hazardous Materials Specialists to the staff at HazMat.

R6. By December 31, 2024, the Board of Supervisor should consider approval of the retention on retainer of a toxicologist by Contra Costa Health Services.

R7. By December 31, 2024, the Board of Supervisor should consider approval of the new CUPA permit fee schedule proposed by Contra Costa Health Services

REQUEST FOR RESPONSES

Pursuant to California Penal Code § 933(b) et seq. and California Penal Code § 933.05, the 2023-2024 Contra Costa County Civil Grand Jury requests responses from the following governing bodies:

Responding Agency	Findings	Recommendations
Board of Supervisors	F3, F4, F5, F6	R3, R4, R5, R6
Office of the Sheriff	F1, F2	R1, R2

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

APPENDIX ONE

Facility	Flaring	Fire	Spills & Releases	Other
Marathon	31	4	12	3
Phillips 66	35	0	0	0
MRC	49	3	21	0
Chevron	45	0	8	1

APPENDIX TWO

CONTRA COSTA HEALTH
cchealth.org

Summary of Survey Results

- 86.7% of respondents indicated they would like to receive information regarding CWS Level 1 incidents – Question 8.
- 72.5% of respondent would be interested in receiving text messages; 33.9% would be interested in receiving emails – Question 9.
- 79.5% of respondents indicated they would like the ability to select how they are notified for each type of incidents (e.g., fires, chemical spills, smoke, leaks, odors, and flaring) – Question 10.
- 75.1% of respondents indicated they would like the ability to select how they are notified for each level of incident – Question 11.
- Opportunities exist for increasing public awareness and education as it pertains to the CWS.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2398 **Agenda Date:** 8/6/2024 **Agenda #:** C.38.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment/Extension #23-505-4 with Hyland Software, 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 Renewal Order Form with Hyland Software, Inc., a corporation, effective August 1, 2024 to increase the payment limit by $553,579, from $192,322 to a new payment limit of $745,901, and extend the termination date from July 31, 2026 to July 31, 2027 for additional OnBase document management software and services for the Contra Costa Health's (CCH) Information Systems Unit.

FISCAL IMPACT:
Approval of this Amendment will result in additional annual expenditures of up to $553,579 and will be funded as budgeted by the department in FYs 2024-27, by 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:
This Amendment/Extension meets the needs of the County by providing Hyland OnBase Enhanced Managed Services. Hyland Enhanced Managed Services allows the ability to configure, update, and maintain the Onbase document management software application and is a critical component of the CCH's Electronic Health Record (EHR) system, Epic. It is used enterprise-wide for imaging, scanning, document indexing, storage, electronic data archival, and retrieval through multiple CCH divisions. Hyland is the sole proprietary vendor of OnBase and the only authorized provider of ongoing system maintenance and support services. The additional funds provided by this amendment will allow for the continuation of work and ongoing delivery of the subscription services. Additionally, the Contract provides for performance of CCH's ever-changing business requirements.

In July 2023, the County Administrator and Purchasing Manager approved Contract #23-505-3 with Hyland Software, Inc., in an amount not to exceed $192,322 for the provision of managed services to assist CCH Information Systems Unit with the upgrade of its OnBase software solution, regarding the implementation of Hyperdrive release for Epic, for the period from June 22, 2023, through July 31, 2026. This Contractor has been approved by the Public Works Department's Purchasing Division on May 7, 2024. A summary of contract deliverables including measurable outcomes required by the contractor to be monitored by the department in compliance with Section III (B)(7) of the Purchasing Policy include, stability and availability of the software application, response to business needs, and execution of solution optimization tasks.

Approval of Contract Amendment/Extension #23-505-4 will allow the Contractor to provide additional services through July 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, CCH's subscription to Hyland's Enhanced Managed Services will expire and could result in substantially higher costs to secure the same or similar services under multiple contracts or engagement basis, causing significate delays in CCH's ability to meet regulatory compliance for interoperability and information and data sharing requirements within CCH's EHR system, adversely impacting and inhibiting the planned future expansion of OnBase into other CCH divisions.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2399 **Agenda Date:** 8/6/2024 **Agenda #:** C.39.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #77-284-2 with Kadiant LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #77-284-2 with Kadiant LLC, a limited liability company, effective August 1, 2024, to amend Contract #77-284-1, to increase the payment limit by $700,000 from $60,000 to a new payment limit of $760,000, for additional applied behavior analysis (ABA) services with no change in the term of October 1, 2022 through September 30, 2025.

FISCAL IMPACT:
Approval of this Amendment will result in additional expenditures of up to $700,000 and will be funded as budgeted by the department in FY 2024-25, 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:
CCHP has an obligation to provide certain ABA services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This contractor has been a part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since March 1, 2020. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. Contractor currently cooperates 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.

On September 20, 2022, the County Administrator approved and the Purchasing Services Manager executed Contract #77-284-1 with Kadiant LLC, in an amount not to exceed $60,000, for the provision of ABA services for CCHP members and County recipients, for the period October 1, 2022 through September 30, 2025.

Approval of Contract Amendment Agreement #77-284-2 will allow the Contractor to continue providing ABA services for CCHP members and County recipients through September 30, 2025. The payment limit increase is due to a large increase in ABA service referrals compared to prior contract that occurred during the pandemic.

CONSEQUENCE OF NEGATIVE ACTION:

If this Amendment is not approved, certain ABA services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2400 **Agenda Date:** 8/6/2024 **Agenda #:** C.40.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment #74-408-17 with Shahbaz R. Khan, M.D.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-408-17 with Shahbaz R. Khan, M.D. , an individual, effective June 1, 2024, to amend Contract #74-408-16, to increase the payment limit by $60,000, from $144,144 to a new payment limit of $204,144, with no change in the term of September 1, 2023 through August 31, 2024.

FISCAL IMPACT:
Approval of this Amendment will result in additional annual expenditures of up to $60,000 and will be funded as budgeted by the department in FY 2024-25, by Mental Health Realignment funds. (No rate increase)

BACKGROUND:
The county has been contracting with Shahbaz R. Khan, M.D., since September 1, 2010 to provide psychiatric services, for Afghan speaking mental health consumers in central Contra Costa County and expert court testimony. This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), and California Government Code §§ 26227 and 31000. This contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld.

On August 9, 2023 the County Administrator approved and the Purchasing Services Manager executed Contract #74-408-16 with Shahbaz R. Khan, M.D. in an amount not to exceed $144,144 for the provision of psychiatric services, for the period from September 1, 2023 through August 31, 2024.

Approval of Contract Amendment Agreement #74-408-17 will allow the Contractor to provide additional services through August 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, the behavioral health services department will not have access to contractors' psychiatric services which may create increased wait times for patients.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2401 **Agenda Date:** 8/6/2024 **Agenda #:** C.41.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #24-409-49 with Contra Costa Youth Service Bureau

☒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 #24-409-49 with Contra Costa Youth Service Bureau., a non-profit corporation, in an amount not to exceed $5,388,308, to provide Medi-Cal specialty mental health services for Seriously Emotionally Disturbed (SED) children and their families in West Contra Costa County for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $5,388,308 for FY 2024-25 and will be funded 100% by Federal Medi-Cal revenues.

BACKGROUND:
Behavioral Health Services Division (BHSD)/Mental Health has an obligation to provide certain Medi-Cal specialty mental health services including but not limited to: wraparound and outpatient treatment, individual, group, and family evaluations, plan development, rehabilitation support services, crisis intervention services and linkage/advocacy services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract meets the social needs of County's population by providing community-based mental health services focusing on SED children, adolescents and their families which will result in positive social and emotional development at home, in the community and greater school success. This Contractor has been providing these mental health services while fostering a deep understanding of the BHSD organizations mission, values, and long-term objectives since July 1996.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institution Code, §5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in BHSD'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 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On June 27, 2023, the Board of Supervisors approved Contract #24-409-48 with Contra Costa Youth Service

Bureau., in an amount not to exceed $5,388,308 for the provision of Medi-Cal specialty mental health services for SED children and their families in West Contra Costa County, for the period from July 1, 2023 through June 30, 2024.

Approval of Contract #24-409-49 will allow the Contractor to continue to provide Medi-Cal specialty mental health services for SED children and families through June 30, 2025. This Contract delay was due to negotiations between the Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, there will be fewer Medi-Cal specialty mental health services available for SED children in West Contra Costa County as the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:
This Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2402 **Agenda Date:** 8/6/2024 **Agenda #:** C.42.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment Agreement #76-804-2 with Loomis Armored US, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-804-2 with Loomis Armored US, LLC, a limited liability company, effective August 1, 2024, to amend Contract #76-804, to increase the payment limit by $100,000, from $110,000 to a new payment limit of $210,000, to provide additional armored car transportation services to transport cash, currencies, and other valuables to and from County designated pickup locations to County depositories, with no change in the original term of August 1, 2023 through July 31, 2026.

FISCAL IMPACT:
Approval of this Amendment will result in additional contractual service expenditures of up to $100,000 and will be funded as budgeted 100% by Hospital Enterprise Fund I revenues.

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. Contractor provides armored car courier services to transport cash, currencies, and other valuables to and from Health Services Department locations to designated depositories. Contractor has been providing armored car transport services to the County since August 2023. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations.

On January 10, 2023, the Board of Supervisors approved Contract #76-804 with Loomis Armored US, LLC, in an amount not to exceed $110,000, for the provision of armored car transportation services to transport cash currencies and other valuables to and from County designated pickup locations to County depositories, for the period January 1, 2023 through December 31, 2025. Contract contained mutual indemnification.

On June 4, 2024, the Board of Supervisors approved to rescind Board action of January 10, 2023 (C.68), which pertained to a contract with Loomis Armored, US, LLC, which stated the incorrect term previously approved by the Board. The purpose of this Board Order was to correct the term to match the correct term dates as agreed upon by County and Contractor to read August 1, 2023 through July 31, 2026.

Approval of Contract Amendment Agreement #76-804-2 will increase the payment limit and allow contractor

to provide additional armored car transportation services with no change in the original term of August 1, 2023 through July 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, County will not have the additional armored car transport services to cover transportation of cash, currencies, and other valuables to and from Health Services Department locations to Health Services designated depositories.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2403 **Agenda Date:** 8/6/2024 **Agenda #:** C.43.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment #26-140-8 with East Bay Audiologists, a 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 Amendment Agreement #26-140-8 with East Bay Audiologists, a Professional Corporation, a corporation, effective August 1, 2024, to amend Contract #26-140-7, to increase the payment limit by $750,000, from $2,205,000 to a new payment limit of $2,955,000, with no change in the original term of September 1, 2023 through August 31, 2026.

FISCAL IMPACT:
Approval of this amendment will result in additional contractual service expenditures of up to $750,000 and will be funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contractors to provide necessary audiology specialty health services to its patients. County has been contracting with East Bay Audiologists for audiology evaluation services and supplies since September 2015.

On August 15, 2023, the Board of Supervisors approved Contract #26-140-7 with East Bay Audiologists, a Professional Corporation, in an amount not to exceed $2,205,000 for the provision of audiology evaluation services, hearing aid evaluations, fitting, dispensing and procurement of hearing aids at CCRMC, for the period September 1, 2023 through August 31, 2026.

Approval of Contract Amendment Agreement #26-140-8 will allow the Contractor to provide additional audiology evaluation services through August 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this amendment is not approved, necessary audiology services needed for patient care will not be available or will create increased wait times due to the limited number of providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2404 **Agenda Date:** 8/6/2024 **Agenda #:** C.44.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Grant Award #29-338-30 from the Department of Health Care Services, Children Medical Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #29-338-30 with the Department of Health Care Services, Children Medical Services, to pay the County in an amount not to exceed $1,279,105, for the Child Health and Disability Prevention (CHDP), the Health Care Program for Children in Foster Care (HCPCFC) and Psychotropic Medication Management and Monitoring Oversight (PMM&O) activities, for the period from July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Approval of this grant award will result in $1,279,105 of funding from the California Department of Health Care Services for the CHDP, HCPCFC and PMM&O projects. No county match is required.

BACKGROUND:
The CHDP Program carries out State mandates regarding early and periodic screening, diagnosis and treatment and case coordination of health and dental services for children on Medi-Cal or within the 200% poverty level. These services are federally required and consistent with approved standards of medical practice. The CHDP program is responsible for provider certifications, network and resource development, training, outreach, care coordination, follow up and communications with medical and dental providers.

This program works closely with community providers, other health related agencies, Managed Care, County Departments including Employment and Human Services, Probation, and Community Services as well as other Health Services Divisions to provide a wide variety of health related consultation services. The County has been part of this program since 1980.

The goal of the Program is to provide access to Contra Costa County low-income children for periodic wellness care, provide further diagnosis and treatment for medical and dental problems found, assist with enrollment into a comprehensive plan, provide case coordination, follow up, and liaison to various resources, and provide case management and payment for care for children ages 0-21. The HCPCFC program carries out federal and state mandates for children in foster care and the juvenile justice system. PMM&O provides administrative public health nursing oversight of psychotropic medications for children in foster care and the juvenile justice system.

On September 12, 2023, the Board of Supervisors approved Grant Award #29-338-29 with the Department of

Health Care Services, Children Medical Services, in an amount not to exceed $1,368,536, for the period from July 1, 2023 through June 30, 2024.

Approval of Grant Award #29-338-30 will allow for the continuation of this long standing state and federal funding that supports these ongoing Public Health Programs: CHDP, HCPCFC and PMM&O through June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, the County will not receive funding to support the CHDP, HCPCFC and the PMM&O programs to comply with State and Federal requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2405 **Agenda Date:** 8/6/2024 **Agenda #:** C.45.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #77-234-2 with California Spine Center, A Professional Medical Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-234-2 with California Spine Center, A Professional Medical Corporation, in an amount not to exceed $360,000, to provide pain management services for Contra Costa Health Plan (CCHP) members and County recipients for the period August 1, 2024 through July 31, 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.

BACKGROUND:
CCHP has an obligation to provide certain medical specialty health care services including but not limited to pain management services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Pain management is an aspect of medicine health care involving relief of pain (pain relief, analgesia, pain control) in various dimensions, from acute and simple to chronic and challenging. Contractor specializes in treating medical conditions affecting the brain, spinal cord, nerves, bones, joints, ligaments, muscles, and tendons. Contractor's proven track record and established reputation within the medical community mitigates potential risks associated with CCHP's success and patient well-being. This Contractor has been a part of the CCHP Provider Network providing pain management services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since August 1, 2019.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. The nature of the pain management services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from solicitation requirements.

In August 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #77-234-1, in an amount not to exceed $120,000, for the provision of pain management services to CCHP members and County recipients for the period August 1, 2021 through July 31, 2024.

Approval of Contract #77-234-2 will allow the Contractor to continue to provide pain management services to CCHP members and County recipients through July 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved certain medical specialized pain management 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 #: 24-2406 **Agenda Date:** 8/6/2024 **Agenda #:** C.46.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment/Extension #23-690-1 with Craneware, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #23-690-1 with Craneware, Inc., a corporation, effective August 6, 2024, to amend Contract #23-690, to increase the payment limit by $420,000, from $276,435 to a new payment limit of $696,435, and to extend the termination date from August 15, 2024 to August 14, 2029 for additional software licensing, maintenance and support services for Contra Costa Health (CCH).

FISCAL IMPACT:
Approval of this Amendment will result in additional expenditures of up to $420,000 and will be funded as budgeted by the department in FYs 2024-29, by 100% Enterprise Fund I. (Rate increase).

BACKGROUND:
The Craneware Chargemaster Reference Toolkit software license and support provides CCH Patient Accounting with up-to-date clinical, financial, and regulatory coding data, charge capture, and automated revenue integrity for patient care services and supplies. It optimizes reimbursement, increases operational efficiencies, and minimizes compliance risk for CCH. Craneware Chargemaster, also known as the Charge Description Master (CDM), is a comprehensive list of all billable services, procedures, items, and fees provided by a hospital. CDM is used to generate patient bills and to submit claims to insurance companies for reimbursement. The Craneware Chargemaster Toolkit is integrated with Epic (CCH's electronic medical record system) to perform essential functions such as billing, revenue management, compliance, and cost analysis. This contractor was approved by the Public Works Department's Purchasing Division on June 4, 2024. A summary of service contract deliverables, including measurable outcomes required of the vendor to be monitored by the department in compliance with Section III(B)(7) of the Purchasing Policy are CCH's use of the software and services. This contract was approved by Health Services Personnel to ensure there is no conflict with labor relations.

On July 14, 2020, the Board of Supervisors approved Contract #23-690 with Craneware Inc., in an amount not to exceed $276,435, for the provision of software licensing, maintenance and support services, for the period from August 15, 2019, through August 14, 2024.

Approval of Contract Amendment Agreement #23-690-1 will allow the renaming of Chargemaster Toolkit application to Trisus Chargemaster, Online Reference Toolkit application to, Trisus Reference, and licensing for

Craneware's CPT Assistant application through August 14, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, the software licensing and support that directly affect regulatory compliance, reduce reimbursement and coding accuracy for CCH Patient Accounting will not be renewed, which could cause a negative effect on compliance, and revenue collection.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 24-2407 **Agenda Date:** 8/6/2024 **Agenda #:** C.47.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #74-452-17 with La Clinica De La Raza, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-452-17 with La Clinica De La Raza, Inc., a non-profit corporation, in an amount not to exceed $800,000, to provide Medi-Cal specialty mental health services for Seriously Emotionally Disturbed (SED) minority children and their families in East Contra Costa County for the period from July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $800,000 for FY 2024-25 and will be funded 100% by Federal Medi-Cal revenues.

BACKGROUND:
Behavioral Health Services Division (BHSD)/Mental Health has an obligation to provide certain Medi-Cal specialty mental health services, for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract meets the social needs of County's population by providing community-based mental health services focusing on SED children, adolescents and their families which will result in positive social and emotional development at home, in the community and greater school success. This Contractor has been providing these mental health services while fostering a deep understanding of the BHSD organizations mission, values, and long-term objectives since October 2012.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institution Code, §5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in BHSD'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 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On June 27, 2023, the Board of Supervisors approved Contract #74-452-15 with La Clinica De La Raza, Inc., in an amount not to exceed $1,234,262, for the provision of Medi-Cal specialty mental health services for SED children and their families in East Contra Costa County, for the period from July 1, 2023 through June 30,

2024.

On April 9, 2024, the Board of Supervisors approved Amendment Agreement #74-452-16 with La Clinica De La Raza, Inc., effective April 1, 2024, for additional cost survey and attestation services required for California Advancing and Innovating Medi-Cal (CAL-AIM) implementation and to decrease the payment limit by $434,262 to a new payment limit of $800,000, with no changes in the term.

Approval of Contract #74-452-17 will allow the Contractor to continue to provide Medi-Cal specialty mental health services for SED children and families through June 30, 2025. This Contract delay was due to negotiations between the Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, there will be fewer Medi-Cal specialty mental health services available for SED children in East Contra Costa County as the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:
This Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2408 **Agenda Date:** 8/6/2024 **Agenda #:** C.48.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #74-402-21 with Aspiranet

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-402-21 with Aspiranet, a non-profit corporation, in an amount not to exceed $700,495, to provide Medi-Cal specialty mental health services including Therapeutic Behavioral Services (TBS) for Seriously Emotionally Disturbed (SED) children and young adults up to twenty-one (21) years of age with high-risk behavior in East and West Contra Costa County for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $700,495 for FY 2024-25 and will be funded 100% by Federal Medi-Cal revenues.

BACKGROUND:
Behavioral Health Services Division (BHSD)/Mental Health has an obligation to provide certain Medi-Cal specialty mental health services, for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract meets the social needs of County's population by providing community-based mental health services focusing on high-risk behavior SED children, adolescents and their families which will result in positive social and emotional development at home, in the community and greater school success. This Contractor has been providing these mental health services while fostering a deep understanding of the BHSD organizations mission, values, and long-term objectives since July 2010.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institution Code, §5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in BHSD'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 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On June 27, 2023, the Board of Supervisors approved Contract #74-402-20 with Aspiranet, in an amount not to exceed $700,495, for the provision of Medi-Cal Specialty mental health services including TBS for SED children and young adults up to twenty-one (21) years of age with high-risk behavior who were placed in

homes in Stanislaus County and clients residing in facilities in Contra Costa County, for the period July 1, 2023 through June 30, 2024.

Approval of Contract #74-402-21 will allow the Contractor to continue to provide Medi-Cal Specialty mental health services including TBS for SED children and young adults through June 30, 2025. This Contract is late due to Federal and State delay in defining rates.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, there will be fewer Medi-Cal Specialty mental health services available for SED children in East and West Contra Costa County as the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:
This Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2409 **Agenda Date:** 8/6/2024 **Agenda #:** C.49.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #24-773-39 with Mountain Valley Child and Family Services, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-773-39 with Mountain Valley Child and Family Services, Inc., a non-profit corporation, in an amount not to exceed $3,329,450, to provide Medi-Cal specialty mental health services including Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Services and Therapeutic Behavioral Services (TBS) for Seriously Emotionally Disturbed (SED) children and their families in Contra Costa County for the period from July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $3,329,450 for FY 2024-25 and will be funded 100% by Federal Medi-Cal revenues.

BACKGROUND:
Behavioral Health Services Division (BHSD)/Mental Health has an obligation to provide certain Medi-Cal specialty mental health services, for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract meets the social needs of County's population by providing community-based mental health services focusing on SED children, adolescents and their families which will result in positive social and emotional development at home, in the community and greater school success. This Contractor has been providing these mental health services while fostering a deep understanding of the BHSD organizations mission, values, and long-term objectives since July 1994.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institution Code, §5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in BHSD'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 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On June 27, 2023, the Board of Supervisors approved Contract #24-773-37 with Mountain Valley Child and Family Services, Inc., in an amount not to exceed $4,765,041, for the provision of Medi-Cal specialty mental

health services including EPSDT and TBS services for SED children and their families in Contra Costa County, for the period from July 1, 2023 through June 30, 2024.

On September 12, 2023, the Board of Supervisors approved Amendment Agreement #24-773-38 with Mountain Valley Child and Family Services, Inc., effective September 1, 2023, to decrease the payment limit by $2,813,362 to a new payment limit of $1,951,679, to accurately reflect the volume of comprehensive mental health services provided with no changes in the term.

Approval of Contract #24-773-39 will allow the Contractor to continue to provide Medi-Cal specialty mental health services including EPSDT and TBS for SED children and families through June 30, 2025. This Contract is late due to Federal and State delay in defining rates.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, there will be fewer Medi-Cal specialty mental health services available for SED children in Contra Costa County as the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:
This Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2410 **Agenda Date:** 8/6/2024 **Agenda #:** C.50.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #74-543-12 with YWCA of Contra Costa/Sacramento

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-543-12 with YWCA of Contra Costa/Sacramento, a non-profit corporation, in an amount not to exceed $2,794,151, to provide Medi-Cal specialty mental health services for Seriously Emotionally Disturbed (SED) children, young adults up to twenty-one (21) years of age and their families who have been adopted, are currently being adopted or are in the foster care system in East and West Contra Costa County for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $2,794,151 for FY 2024-25 and will be funded 100% by Federal Medi-Cal revenues.

BACKGROUND:
Behavioral Health Services Division (BHSD)/Mental Health has an obligation to provide certain Medi-Cal specialty mental health services, for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract meets the social needs of County's population by providing community-based mental health services focusing on SED children, adolescents and their families which will result in positive social and emotional development at home, in the community and greater school success. This Contractor has been providing these mental health services while fostering a deep understanding of the BHSD organizations mission, values, and long-term objectives since April 2017.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institution Code, §5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in BHSD'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 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On June 27, 2023, the Board of Supervisors approved Contract #74-543-11 with YWCA of Contra Costa/Sacramento, in an amount not to exceed $1,171,823, for the provision of Medi-Cal Specialty mental

health services for SED children, young adults up to twenty-one (21) years of age and their families in East, West and Central Contra Costa County, for the period July 1, 2023 through June 30, 2024.

Approval of Contract #74-543-12 will allow the Contractor to continue to provide Medi-Cal Specialty mental health services for SED children and young adults and their families through June 30, 2025. This Contract is late due to Federal and State delay in defining rates.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, there will be fewer Medi-Cal Specialty mental health services available for SED children in East and West Contra Costa County as the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:
This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2411 **Agenda Date:** 8/6/2024 **Agenda #:** C.51.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment to Purchase Order with Clear Labs, 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, an amendment to purchase order #23886 with Clear Labs, Inc., to extend the term of September 1, 2021 through July 31, 2024 to September 1, 2021 through July 31, 2026, with no change to the payment limit of $2,000,000 to purchase testing reagents and kits for SARS-CoV-2 and other pandemic virus whole genome sequencing for the Contra Costa County Public Health Laboratory.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $2,000,000 over the five-year period and will be funded by the Centers for Disease Control and Prevention Epidemiology and Laboratory Capacity (ELC) awarded grant, COVID-19 ELC Enhancing Detection Expansion (Strategy 2: Strengthen Laboratory Testing).

BACKGROUND:
Whole genome sequencing of the SARS-CoV-2 virus in patient specimens permits determination of circulating variants within Contra Costa County. Identifying variants allows Contra Costa Health to evaluate whether certain variants are associated with increased transmission or particular patient morbidity outcomes.

On September 20, 2022, the Board of Supervisors approved item C.50 to execute an amendment to purchase order #23886 with Clear Labs, Inc. to extend the term through July 31, 2024 to continue purchasing testing reagents and kits for SARS-CoV-2 and other pandemic virus whole genome sequence, with no change to the payment limit.

This vendor is the sole provider of this range of product, and on July 16, 2024, the Purchasing Agent approved the continued use of Clear Labs, Inc.

Delayed notification of the purchase order expiration caused delays in submitting this request. This update is necessary in order to provide continued utilization of COVID-19 ELC Enhancing Detection Expansion funding for COVID-19 variant surveillance in Contra Costa County. Moving forward laboratory administrative staff and management will review agreement dates more closely and reach out to vendors several months prior to ensure enough time is allotted for requests in the future.

This action will extend the term of the existing purchase order with Clear Labs, Inc. through July 31, 2026 to purchase next generation sequencing laboratory supplies (collection kits, reagents, plastic consumables) for the Contra Costa County Public Health Laboratory.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the Contra Costa Public Health Laboratory will not be able to maintain continuous and uninterrupted ordering of much needed laboratory supplies for genome sequencing.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2412 **Agenda Date:** 8/6/2024 **Agenda #:** C.52.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Order with Cardinal Health Pharmacy 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 Health Services Department, a purchase order with Cardinal Health Pharmacy Services, LLC in an amount not to exceed $37,000,000 to procure pharmaceuticals and related supplies for Contra Costa Regional Medical Center (CCRMC), Contra Costa Health Centers, Martinez Detention Facility and Contra Costa Health Plan for the period from September 1, 2024 through August 31, 2025.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $37,000,000 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
On August 1, 2023, the Board of Supervisors approved item C.59 to execute purchase order #28641 with Cardinal Health in the amount of $33,000,000 to procure pharmaceuticals and related supplies for CCRMC, Contra Costa Health Centers, Martinez Detention Facility, and Contra Costa Health Plan for the period of September 1, 2023 through August 31, 2024. CCRMC has had a working relationship with Cardinal Health for 40 plus years.

On July 17, 2024 the Purchasing Agent approved the continued use of Cardinal Health Pharmacy Services, LLC.

Cardinal Health provides three different purchasing contracts: Wholesaler Acquisition Cost (WAC-2052004299), Group Purchasing Organization for the hospital (GPO-2057200827) as well as the Public Health System contract for 340B (federal-ceiling pricing for disproportionate share facilities) for ambulatory care.

Furthermore, Contra Costa Health Plan uses Cardinal Health as their medication provider for their patients through the 340B plan contract pharmacies (i.e., Walgreens). Maintaining this vendor as our wholesaler maximizes cost savings for CCRMC and Health Clinics.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the hospital pharmacy, as well as all ambulatory care pharmacies within CCRMC will not be able to receive drugs from our wholesaler and the result would be a much higher cost of

pharmaceuticals.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2413 **Agenda Date:** 8/6/2024 **Agenda #:** C.53.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Order with Qiagen, 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 Qiagen, LLC in an amount not to exceed $800,000, and Master Purchasing Agreement, for the purchase of medical supplies including QuantiFERON -Tuberculosis (TB) and AmniSure products for the clinical laboratory at the Contra Costa Regional Medical Center (CCRMC), for the period from June 1, 2024 through May 31, 2027.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $800,000 over a three-year period and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
The CCRMC Clinical Laboratory Department (laboratory) has utilized Qiagen, LLC for reagents and supplies for QuantiFERON Tuberculosis (TB) and AmniSure testing.

TB testing is conducted with the Liaison XL Analyzer in the laboratory and reagents are only supplied by two vendors: Qiagen and the manufacturer of the analyzer. Utilizing products from any other vendor will void the warranty of the analyzer, which would negatively impact patient care should the analyzer need service. The AmniSure testing kits, supplied by Qiagen, detect the rupture of fetal membranes. These test kits allow for rapid, non-instrumented, qualitative immunochromatographic tests for the in-vitro detection of amniotic fluid in pregnant women. The timely identification and diagnosis of both fetal membrane ruptures and Tuberculosis is imperative and can significantly impact patient care and safety.

On April 18, 2023 the Board of Supervisors approved item C.63 to execute an amendment to purchase order #24587 with Qiagen, LLC to increase to a new payment limit of $790,000 to procure medical supplies including QuantiFERON products as needed for the Clinical Laboratory at Contra Costa Regional Medical Center (CCRMC), and extend the term through December 31, 2023.

On July 9, 2024 the Board of Supervisors approved item C.25 to authorize payment in the amount of $234,887 to Qiagen, LLC for QuantiFERON tubes during the period from January 1, 2024, through April 30, 2024.

On July 30, 2024 the Purchasing Agent approved the continued use of Qiagen, LLC.

Due to delays with the vendor processing the renewal request, the agreement was not completed until June 2024 and the agreement start date was pushed one month, from May 1 to June 1, 2024.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, then the CCRMC Clinical Laboratory Department will not have access to this contractor's specific patient testing supplies and reagents, thus impacting patient safety and health.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2414 **Agenda Date:** 8/6/2024 **Agenda #:** C.54.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Medical Staff Appointments and Reappointments - July 3, 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 July 15, 2024 meeting, and by the Health Services Director; and

APPROVE the Physician Assistant Practice Agreement form.

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: July 3, 2024
MEC Date: July 15, 2024

A. Provisional Appointments - Medical Staff & Allied Health

Applicant	Department/ Speciality
Goronga, Faith, MD	Pediatrics
Horn, Matthew, MD	Internal Medicine/Pulmonary
Huff, Mary, MD	Diagnostic Imaging
Mohiuddin, Abid, MD	Internal Medicine/Hem/Onc
Ortego, Jonathan, MD	Psychiatry/Psychology
Quon, Samantha, MD	Internal Medicine/Pulmonary
Tiger, Zachary Lee, MD	Psychiatry/Psychology
Williams, Sean, MD	Pediatrics

B. Staff Advancing to Non-Provisional

Provider	Department	Staff Category
Gidding, Philip, MD	Emergency Medicine	Active
Kaushik, Chrisma, MD	Emergency Medicine	Courtesy
Kwon, Soon Rye, DDS	Dentistry	Active
Lerro, Desiree. DO	Diagnostic Imaging	Active
Middleton, Lance, MD	Psychiatry/Psychology	Active
Molitch, Howard, MD	Diagnostic Imaging	Active
Monroy, Christina, MD	Pediatrics	Active
Ozkan, Efe, MD	Diagnostic Imaging	Active
Sanchez, Lilia, MD	DFAM	Active
Xi, Meng, MD	Emergency Medicine	Active

C. Reappointments - Medical Staff & Allied Health

Provider	Department	Staff Category
Abbasi, Zohaib, MD	Psychiatry/Psychology	C
Agarin, Taghogho, MD	Psychiatry/Psychology	A
Avula, Siva, MD	Psychiatry/Psychology	A
Baffoe-Bonnie, Ama MD	Pediatrics	A
Barnes, Shawn, MD	Psychiatry/Psychology	C
Bhela, Serena MD	IM/Nephrology	C
Carcamo-Molina, Dayana, MD	Internal Medicine	A
Carrillo, Mayra MD	DFAM	A
Chiu, May, MD	Internal Medicine	C

Clark, Michelle MD	Psychiatry/Psychology	A
Combs, Kory MD	Psychiatry/Psychology	C
Custer, Evan, MD	Diagnostic Imaging	C
Giri, Vasanta V, MD	Psychiatry/Psychology	A
Hargrave, Thomas, MD	Internal Medicine	C
Haridas, Arun, MD	Psychiatry/Psychology	A
Hendrick, Victoria MD	Psychiatry/Psychology	C
Hollandberry, Kaitlin, MD	Hospital Medicine	A
Khan, Uzma, MD	Psychiatry/Psychology	A
Kim, Paul, MD	Surgery	P
Le Marchand, Chloe MD	DFAM	C
Lusk, Leslie, MD	Pediatrics	C
Monroy, Christina MD	Pediatrics	A
Mruthyunjaya, Pranathi, MD	Psychiatry/Psychology	A
Nguyen, Minh, MD	Psychiatry/Psychology	C
Omalu, Bennet MD	Pathology	C
Pak, James, MD	Anesthesia	C
Patel, Bimal MD	IM/Hem-Oncology	C
Percival, Kara MD	Pediatrics	A
Pirnia, Mana DO	DFAM	A
Raphael, David, MD	Surgery	A
Richie, Megan, MD	Internal Medicine	C
Sharma, Rohit, MD	Internal Medicine	C
Treyger, Leonid, MD	DFAM	A
Tyrrel, Ashley, MD	Pediatrics	A
Watanabe, Takenori MD	DFAM	A
Weinbaum, Karen MD	Emergency Medicine	C
Whetsell, William, MD	Diagnostic Imaging	Tele-Rad
Zelan, Saul MD	Psychiatry/Psychology	A

D. Amendment of Privileges

Provider	Department	Requesting Department
NONE		

D. Department Change

Provider	Department
NONE	

E. Resignation/Terminations/Non-Renewals

Provider	Department	Resignation Date
Baldwin, Richard, MD	Psychiatry/Psychology	Retired-6-13-2024

Chung, Richard D, MD	Psychiatry/Psychology	Voluntary Resignation: 08-31-2024
Coleman, Mason, MD	Diagnostic Imaging	Voluntary Resignation: 06-30-2024
Collins IV, Roy L, MD	Psychiatry/Psychology	Voluntary Resignation: 11-30-2024
Ferguson, Arianne M. MD	Psychiatry/Psychology	Voluntary Resignation: 08-31-2024
Lee, Eric, MD	Psychiatry/Psychology	Voluntary Resignation: 06-20-2024
Mahajan, Gayatri, MD	Pediatrics	Voluntary Resignation: 06-13-2024
Martinez, Erica, MD	OB/GYN	Voluntary Resignation: 07-02-2024
Miller, Margaret, MD	Psychiatry/Psychology	Voluntary Resignation: 12-31-2024
Mostow, Jacqueline MD	DFAM	Voluntary Resignation 7-10-2024
Paul, Gregory M, MD	Psychiatry/Psychology	Voluntary Resignation: 08-31-2024
Pichardo-Gomez, David, MD	DFAM	Voluntary Resignation: 07-31-2024
Roybal, Donna, MD	Psychiatry/Psychology	Voluntary Resignation: 12-06-2024

Contra Costa Regional Medical Center

Physician Assistant Practice Agreement

The following practice agreement template has been developed to comply with Section 2500 of the California Business and Professions Code. It is based on the following accompanying documents:

- The Physician Assistant Practice Act (Bus. & Prof. Code, § 3500 et seq.),
- Physician Assistant Board (2020), SB 697 - Frequently Asked Questions,
- California Code of Regulations Title 16 §1399.500 et.. seq, and
- The University of California - Davis PA Practice Agreement template.

Practice Agreement

Name of Physician Assistant: _____

Name of Training Program: _____

Date of Graduation: _____

Licensing Exam (Name &Date): _____

Initial Date of PA Board License: _____

DEA Number: _____

Approved Educational Course in Controlled Substances (Attach Certificate)

A. This Practice Agreement is intended to authorize the practice of [NAME], who is a Physician Assistant with clinical privileges Contra Costa Health (also known herein as the "Covered PA").

B. Definitions

1. "Physician Assistant" or "PA" means a person who holds a current and unrestricted PA license from the Physician Assistant Board of California.
2. "Covered PA" means the Physician Assistant who is party to and covered by this Practice Agreement.

3. ″Supervising Physician” means a physician and surgeon licensed by the Medical Board of California or by the Osteopathic Medical Board of California who supervises one or more Physician Assistants and who accepts responsibility for the medical services provided by the Covered PA.
4. “CCRMC” means Contra Costa Regional Medical Center, a licensed general acute care hospital in the State of California with various outpatient services at on-campus and off-campus locations.

C. Types of Medical Services that the Covered PA Is Authorized to Provide.

1. The Covered PA may order or furnish those drugs and devices, including schedule II through V controlled substances, as indicated by the patient′s condition, the applicable standard of care, and in accordance with the Covered PA′s education, training, experience, and competency, under physician supervision as provided in Sections E and F of this Practice Agreement.
2. The Covered PA may order or furnish Schedule II controlled substances for those illnesses, injuries, and/or conditions for which the standard of care indicates the use of such schedule II drugs including
   a. Pain from cancer, post-operative pain, and trauma, or
   b. Pain unresponsive to, or inappropriately treated by, Schedule III-V substances
3. The Covered PA may approve, sign, modify, or add to a plan of treatment or plan of care for individuals receiving home health services or personal care services, after consultation with a Supervising Physician.
4. The Covered PA may make a determination of “disability” following a physical examination of the patient.

D. Qualifications and Competency

1. The Covered PA shall hold a current and unrestricted PA license from the Physician Assistant Board of California.
2. The Covered PA shall demonstrate the training and experience required by their current delineation of clinical privileges for CCRMC, including any continuing education requirements required by the State of California for the maintenance of their PA license.
3. To furnish any drug or device, the Covered PA must have completed a course in pharmacology that meets the requirements contained in section 1399.530 of Title 16 of the California Code of Regulations as that provision read on June 7, 2019, and section 1399.610 of Title 16 of the California Code of Regulations.
4. To furnish or order a Schedule II or III Controlled Substance, the Covered PA must be registered with the US Drug Enforcement Administration and must also have successfully completed a one-time course covering controlled substances and the risks of addiction associated with their use that is based on the standards developed by the PA Board and that meets the requirements of Title 16 Sections 1399.610 and 1399.612as those provisions read on June 7, 2019.

E. Supervision of The Covered PA

1. At least one of the Supervising Physicians listed in this Practice Agreement shall be available by telephone or other electronic communication method at the time the

Covered PA examines or otherwise provides clinical care or services to a patient. The Supervising Physician's physical presence is not required.

2. All Supervising Physicians listed in this Practice Agreement shall have current CCRMC Medical Staff privileges.
3. The Covered PA shall consult with, and/or refer a patient to, a Supervising Physician or other healthcare professional when providing medical services to a patient which exceeds the Covered PA's competency, education, training, or experience or in situations when a patient desires to see a physician.
4. The names of the Supervising Physicians for the Covered PA shall be listed in the Covered PA's CCRMC credentials file. This list of current Supervising Physicians shall be available to all hospital personnel.
5. A physician may not supervise more than four Physician Assistants at any one time.

F. The Supervising Physician(s) shall oversee the medical and surgical care provided by The Covered PA. The following is a non-exhaustive description of methods used for supervision:

1. The supervising physician accepts full responsibility for the Covered PA's performance of all duties and acts.
2. The Covered PA shall stay in communication with a Supervising Physician, to keep them informed, to receive instructions, and in the case of any doubt, to seek assistance or additional instructions.
3. While the Covered PA must practice under the supervision of a Supervising Physician, both share a continuing responsibility to the patient.
4. The Covered PA shall undergo a formal reappraisal of clinical privileges at CCRMC as specified in the CCRMC Medical Staff Bylaws, which shall include input from the Covered PA's Supervising Physician(s).
5. The Supervising Physician(s) need not review all care given by the Covered PA. However, the Supervising Physician shall provide oversight and feedback to The Covered PA's practice to the extent that both parties are involved in the medical care or services provided to a given patient.

G. Review, Modifications, and Term [NOTE: The PA delineation of privileges form should specify The Covered PA must be a party to a valid, current Practice Agreement with one or more Supervising Physicians with current CCRMC membership or privileges.]

1. This agreement shall be reviewed by the Interdisciplinary Committee approximately every 3 years or less.
2. This Practice Agreement shall remain in effect until terminated by the Covered PA or all listed Supervising Physicians. The Covered PA may not exercise hospital privileges unless a valid superseding or surviving Practice Agreement is in effect between the Covered PAs and one or more Supervising Physicians with current privileges at CCRMC.

H. Authorized Individuals:

1. The following physicians are designated as Supervising Physicians for the Covered PA.
   a. [Physician 1]
   b. [Physician 2]

c. etc.

2. The physician whose signature appears below has been authorized by all listed Supervising Physicians to enter into this practice agreement on their behalf.
3. By signing this Practice Agreement, the Covered PA agrees to practice healthcare pursuant to its provisions.

Signatures:

Authorized Supervising Physician

Name:_____

Date:_____

Signature:_____

Physician Assistant (herein referred to as The Covered PA):

Name:_____

Date:_____

Signature:_____

Approved:

IPC Committee: 7.2024

Credentials Committee: 7.2024

MEC: 7.2024

Board of Supervisors

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2425 **Agenda Date:** 8/6/2024 **Agenda #:** C.55.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Five Vehicles for Adult Mental Health Full Service Partnership Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-24-00273 authorizing the transfer of appropriations in the amount of $192,676 from Health Services - Behavioral Health Admin (0467) to Public Works - ISF Fleet Services (0064) for the purchase of five (5) vehicles for client transportation and support in the County Adult Mental Health (MH) Full Service Partnership (FSP) Program.

FISCAL IMPACT:
This action increases appropriations in Public Works - ISF Fleet Services (0064) and reduces appropriations in Health Services - Behavioral Health Admin (0467) by $192,676. The purchase of these vehicles will be funded by Mental Health Services Act (MHSA) FY24/25 Plan Update.

BACKGROUND:
The current FSP provider, TURN, currently leases 3 vehicles and owns 2 additional vehicles, to provide services in the field, for home visits, medical and mental health appointments, etc. This is the number of vehicles that were needed and will continue to be needed, to provide necessary services, once the program moves to the County. These vehicles are also needed to transport clients, who are unhoused and without transportation, who would not be able to access needed mental health and other services at the FSP program and with other providers. We seek to purchase 5 vehicles (1 van and 4 cars) as none of the vehicles currently used by the FSP program, will be available to keep. FSP programs provide most of their outreach and engagement activities in the field. Behavioral Health staff cannot transport clients in their own vehicles, so having an adequate number of vehicles to serve these clients is crucial to the demands of the program.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the Department will not be able to provide adequate field-based services or transportation support for clients with serious mental illnesses to attend treatment appointments. The County would also incur higher expenses in continuing to lease the current vehicles rather than purchasing the vehicles.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2426 **Agenda Date:** 8/6/2024 **Agenda #:** C.56.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Five Vehicles for the Housing Support Services Department

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-24-00274 authorizing the transfer of appropriations in the amount of $192,676 from Health Services - Behavioral Health Admin (0467) to Public Works - ISF Fleet Services (0064) for the purchase of five (5) vehicles for client transportation and support in the Housing Support Services Department.

FISCAL IMPACT:
This action increases appropriations in Public Works - Fleet Services (0064) and reduces appropriations in Behavioral Health Admin (0467) by $192,676. The purchase of these vehicles will be funded by Mental Health Services Act (MHSA) FY24/25 Plan Update.

BACKGROUND:
The Housing Support Services Department has increased in staff and county cars are needed to provide services in the field. The role of the staff is to support clients in maintaining their housing by providing clients with support with problem solving, managing crisis, advocating for client's needs, connecting them to services in the community, financial coaching and management. All services in housing are either provided in the client's home or in the community. The lack of county cars for staff use has impeded our ability to hire staff without personal vehicles and therefore positions have gone unfilled.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the Department will not be able to support clients in maintaining their housing by providing clients support with problem solving, managing crisis, advocating for client's needs, connecting them to services in the community, financial coaching, and management. The County would also incur higher expenses in continuing to lease the current vehicles rather than purchasing vehicles.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2427 **Agenda Date:** 8/6/2024 **Agenda #:** C.57.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Four Vehicles for the Assisted Outpatient Treatment Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-24-00276 authorizing the transfer of appropriations in the amount of $155,759 from Health Services - Behavioral Health Admin (0467) to Public Works - ISF Fleet Services (0064) for the purchase of four (4) vehicles for client transportation and support in the Assisted Outpatient Treatment (AOT) Program.

FISCAL IMPACT:
This action increases appropriations in Public Works - Fleet Services (0064) and reduces appropriations in Behavioral Health Admin (0467) by $155,759. The purchase of these vehicles will be funded by Mental Health Services Act (MHSA) FY24/25 Plan Update.

BACKGROUND:
Assisted Outpatient Treatment (AOT) is an intensive outpatient service program connected to Civil Court. The goal of AOT is to provide a high level of services to keep individuals in the community and prevent hospitalizations and/or incarceration. The AOT team initially provides evaluations to determine if someone meets the legal criteria for the program and linkage to other services for those who do not meet the criteria. The evaluation phase includes meeting the person in his/her residence or in the community as needed. It also includes meeting with family/support members in the community. The program focus is to outreach and provide services to individuals in the community and support them to engage in the intensive outpatient services provided by the team. Many AOT participants initially are unable to organize themselves to make it to clinic appointments, so the services are brought to them. Some AOT participants are required to attend court hearings regularly and as this can be stressful for them, staff provides support before, during and post court hearings by accompanying them to the courthouse and back to their residence after the court hearing. The team provides most of the services, including medication management by the Nurse Practitioner (NP), in the community and supports individuals to get engaged in community programs/activities for long term support. The minivan will be used to provide recreational activities on the weekends to help with the development of social and relational skills. The AOT program recently transferred from being contracted with TURN to being a county program. The vehicles for the program were not transferred and AOT is currently utilizing 4 rental vehicles.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the AOT team will not be able to provide community services which would

greatly reduce the ability to have client contact and potentially increase the number of hospitalizations/incarcerations. In addition, the County would incur higher expenses in continuing to rent vehicles.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2428 **Agenda Date:** 8/6/2024 **Agenda #:** C.58.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Three Vehicles for Enhanced Care Management

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-24-00277 authorizing the transfer of appropriations in the amount of $110,752 from Health Services - Behavioral Health Admin (0467) to Public Works - ISF Fleet Services (0064) for the purchase of three (3) vehicles for client transportation and support in the Enhanced Care Management (ECM) Department.

FISCAL IMPACT:
This action increases appropriations in Public Works - ISF Fleet Services (0064) and reduces appropriations in Health Services - Behavioral Health Admin (0467) by $110,752. The purchase of these vehicles will be funded by Enhanced Care Management funds.

BACKGROUND:
The Enhanced Care Management Department has increased in staff and county cars are needed to provide services in the field. The role of the staff is to support clients with highly complex needs by providing clients with their own care team, including a Lead Care Manager. ECM staff partners with a client's doctors, specialists, pharmacists, case managers, social services providers and others to make sure everyone works together to provide client support. A Lead Care Manager can also help find and apply for other services in the community offering problem solving, managing crisis, advocating for client's needs, connecting them to services in the community, financial coaching and management.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the Department will not be able to maintain client support with problem solving, managing crisis, advocating for client's needs, connecting them to services in the community, financial coaching, and management. The County would also incur higher expenses in continuing to lease the current vehicles compared to purchasing vehicles.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2429 **Agenda Date:** 8/6/2024 **Agenda #:** C.59.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Two Vehicles for the Adult Behavioral Health Transition Team Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-24-00278 authorizing the transfer of appropriations in the amount of $90,015 from Health Services - Behavioral Health Admin (0467) to Public Works - ISF Fleet Services (0064) for the purchase of two (2) vehicles for client transportation and support in the Adult Behavioral Health Transition Team Programs.

FISCAL IMPACT:
This action increases appropriations in Public Works - ISF Fleet Services (0064) and reduces appropriations in Health Services - Behavioral Health Admin (0467) by $90,015. The purchase of these vehicles will be funded by Mental Health Realignment funds.

BACKGROUND:
The Adult Behavioral Health Transition Team, has added two new programs, The Library Initiative and the Street Medicine Team, to service identified mental health needs in the community.

The library initiative will have two staff responsible for providing mental health services and referrals to the unhoused community members who spend much of their day in the county libraries. A vehicle is needed to transport staff to the regional libraries as well as to transport these consumers to needed services.

The Street Medicine Team will have a team of four staff, a Nurse Practitioner (NP), a Mental Health Clinical Specialist (MHCS), a Community Support Worker (CSW) and an Alcohol and Other Drugs (AOD) counselor. This team will need a van to provide services to unhoused clients in the community. They will be serving the unhoused population in all regions of the county and will be transporting necessary supplies to meet the needs of this population. Without a van, they will be unable to provide these services.

CONSEQUENCE OF NEGATIVE ACTION:
If a vehicle is not available Behavioral Health Services will not be meeting the requirements of the funding sources.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2415 **Agenda Date:** 8/6/2024 **Agenda #:** C.60.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Presentation of Contra Costa Health Workforce Development Initiatives

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RECEIVE a presentation from Health Services Director and CEO, Anna Roth, and additional department staff, to provide an overview of Contra Costa Health (CCH) workforce development initiatives that engage and employ people with lived experience. Current interns who work in various CCH placements to gain professional mentorship, skills, and experience will also be acknowledged.

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

BACKGROUND:
CCH has a longstanding history of promoting lived experience as a health equity strategy. Lived experience workforce development initiatives focus on recruiting, training, and providing valuable work experience to those directly affected by the health issues and the efforts to address them.

CONSEQUENCE OF NEGATIVE ACTION:

CONTRA COSTA HEALTH

cchealth.org

Workforce Initiatives

August 6, 2024

CONTRA COSTA HEALTH

cchealth.org

What is Lived Experience?

People with lived experience are those directly affected by social, health, public health, or other issues and by the strategies that aim to address those issues. This gives them insights that can inform and improve systems, research, policies, practices, and programs.[3] When we say **lived experience**, we mean knowledge based on someone's perspective, personal identities, and history, beyond their professional or educational experience.

Engaging people with lived experience is essential to advancing equity.

CONTRA COSTA HEALTH

cchealth.org

SPIRIT

- **Service Provider Individualized Recovery Intensive Training (SPIRIT) trains and places behavioral health peer and family providers**
  - Certificate program taught by staff with lived experience, plus 60 hours in an internship
- **For people with behavioral health lived experience and those who support them**
  - Targeted outreach to communities of color to ensure diverse, equitable pool of applicants
- **SPIRIT certificate helps qualify for Mental Health Community Support Worker I position**
  - CCH employs 100+ CSWs
  - 27 2023 SPIRIT graduates have found behavioral health jobs, so far 20 from 2024 as well

SPIRIT Class 2023

CONTRA COSTA HEALTH
cchealth.org

CORE

- **Coordinated Outreach Referral, Engagement (CORE)**
  - Street outreach for CCH's Health, Housing & Homeless Services (H3)
  - Entry point for receiving services for residents experiencing homelessness

  - **Connect and refer people experiencing homelessness to healthcare and basic needs**
    - Shelters, daytime drop-in care centers
    - Healthcare, mental health counseling, substance use treatment
    - Transportation and food
    - Job training

CONTRA COSTA HEALTH
cchealth.org

Promotoras

- **Culturally and linguistically appropriate health navigation to break down barriers to access**
  - For all patients, especially Spanish-speaking community members
- **Empower community members to take charge of their health**
  - Advocates and serves as liaison between community, health professionals, CBOs
- **Did you know?**
  - An Oncology Health Navigator position at Martinez Health Center assists patients at receiving treatment for cancer to navigate the healthcare system

CONTRA COSTA HEALTH
cchealth.org

African-American Health Conductors

- **Addresses health disparities and health inequities among African American residents**

- **A trusted pathway for African Americans to engage with healthcare**
  - Assistance with healthcare system navigation and connecting to public benefits
  - Emphasis on health access and using health coverage to prevent late care
  - Community health education and information campaigns

- **Did you know?**
  - Established Re-entry Health Conductors in 2011 address health and social disparities facing formerly incarcerated residents
    - Transitions Clinic provides support, safety, community reconnections and medical treatment

CONTRA COSTA HEALTH
cchealth.org

Health Ambassadors

- **Community outreach and health education**
  - Hiring from communities we serve
  - Training people with lived experience to become trusted messengers
  - Preparing for community health careers

- **Of 25 previous participants**
  - 13 stayed in health or human service careers
  - 3 continued education in health
  - CCH hired 1 as an employee & 3 as contractors

CONTRA COSTA HEALTH

cchealth.org

Health Ambassadors

Specialty Health Ambassadors

- 11 with lived experience with intellectual or developmental disabilities providing education and outreach to their community

Workforce Health Ambassadors

- 10 providing outreach and community engagement
- Funded by Employment and Human Services

CONTRA COSTA HEALTH
cchealth.org

Health Career Pathways

- Public health classroom curriculum for high school students
- Comes with mentorship, internships, college/career support
- Prioritizes students of color from communities impacted by health inequities for internships
  - 80% identified as Black, Indigenous or People of Color in 2023
  - 53% reported household income of $79,000 or less in 2023
  - ~70% summer 2024 interns live in East County

CONTRA COSTA HEALTH

cchealth.org

Health Career Pathways

"Internships like this can inspire the younger generation and provide insight they might not receive within the confines of their school. I wish a program like this existed when I was younger. It would have given me better perspective about ways my future had the potential to go."

-Julia Surges, MPH

Contra Costa Regional Medical Center, 2024 HCP Mentor

Contra Costa Behavioral Health, 2024 HCP Mentor

CONTRA COSTA
HEALTH

cchealth.org

Thank you!

811

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2315 **Agenda Date:** 8/6/2024 **Agenda #:** C.61.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: APPROVAL OF REQUEST FOR ATTORNEY CONFLICT WAIVER UNDER CERTAIN CIRCUMSTANCES

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting as the governing body for the Housing Authority of the County of Contra Costa AUTHORIZE the Executive Director, or his designee, to consent to an actual conflict of interest that arises due to an existing and continued relationship that a law firm has with the Housing Authority and another party, and a proposed joint representation of both parties in connection with the conversion of the Las Deltas Public Housing Scattered Sites project into affordable homeownership units.

BACKGROUND:
Affordable housing is a specialized area of law practiced by a limited number of attorneys. The local affordable housing development community is also small. As a result, participants in local affordable housing projects tend to know one another and to work together in varying capacities over time. For that reason, it is not uncommon for the firm representing the Housing Authority of the County of Contra Costa (Housing Authority) on a particular affordable housing project to have an existing or prior relationship with the non-profit developer working on a project or the city in which the project is situated. When that happens, there is the potential for a conflict of interest and, in accordance with the rules of professional conduct established by the State Bar of California, the firm must obtain the informed written consent of the Housing Authority and the current or former client before it can represent both parties.

When evaluating a request from outside counsel that the Housing Authority waive actual conflicts of interest in the circumstances described above, a number of factors are considered. Of primary importance is the nature of the transaction and the potential risk associated with the law firm's relationship with the other party. Because all the parties in an affordable housing transaction have the same ultimate goal - making affordable housing available in a responsible manner - affordable housing transactions tend to be less adversarial and more cooperative than many other transactions. For that reason and given the limited number of legal resources available to the Housing Authority in this specialized field, and the fact that outside counsel's work is reviewed by attorneys in the County Counsel's Office, waiver of an actual conflict does not create risk for the Housing Authority.

Goldfarb & Lipman LLP ("Goldfarb") has existing and continued relationships with the Housing Authority and the Community Housing Development Corporation of North Richmond ("CHDC"). Both CHDC and the Housing Authority requested Goldfarb's assistance in connection with the purchase and sale agreements related

to the conversion of the Las Deltas Public Housing Scattered Sites project into affordable homeownership units (“Project”). The Housing Authority is currently the owner of the Las Deltas Public Housing Scattered Sites, located in unincorporated County of Contra Costa (APN(S) 409-120-005, 409-110-007, 409-291-009, and 409-282-019) ("Property"). CHDC intends to convert the Property into single family homes for first time homebuyer purchase.

Although different Goldfarb attorneys represent CHDC and the Housing Authority on the Project, such representation is still considered joint representation. Attached is a letter from Goldfarb that asks the Housing Authority to acknowledge and waive the actual conflict that exists.

FISCAL IMPACT:
There is no financial impact.

CONSEQUENCE OF NEGATIVE ACTION:
If the Housing Authority does not consent to the potential conflicts that arise as a result of Goldfarb representing the Housing Authority on the Project, Goldfarb would not be able to represent the Housing Authority, or anyone else, in connection with this Project. The result would likely be increased costs for the Housing Authority and a delay in the completion of the Project.

goldfarb lipman attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

July 24, 2024

via electronic mail only

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
Dianne Jackson McLean
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
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Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Benjamin Funk
Rye P. Murphy
Aileen T. Nguyen
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Matthew S. Heaton
Brandon V. Stracener
Nazanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Jocelyn A. Portales
Colleen A. Wisel
Thomas J. Levendosky
Estrella M. Lucero

Donald Gilmore
Executive Director
Community Housing Development Corporation of North Richmond
1535 A Fred Jackson Way
Richmond, CA 94801

Joseph Villarreal
Executive Director
Housing Authority of the County of Contra Costa
3133 Estudillo Street
Martinez, CA 94553

Re: Consents to Joint Representation –
Las Deltas Public Housing Scattered Sites Project

Dear Mr. Gilmore and Mr. Villarreal:

We write this letter to obtain the consent of Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation, or an affiliate ("CHDC") and the Housing Authority of Contra Costa County ("Housing Authority") to Goldfarb & Lipman LLP 's ("Goldfarb & Lipman") joint representation of both CHDC and the Housing Authority (collectively, the "Parties" and each a "Party") in connection with the conversion of the Las Deltas Public Housing Scattered Sites project into affordable homeownership units (the "Project").

Both CHDC and the Housing Authority have recently requested Goldfarb & Lipman's assistance in connection with the purchase and sale agreements related to the Project. The Housing Authority is currently the owner of that certain real property, commonly known as the "Las Deltas Public Housing Scattered Sites" located in unincorporated County of Contra Costa (APN(S) 409-060-018, 409-052-001, and 409-052-003 ("Property"). CHDC intends to convert the duplexes into single family homes for first time homebuyer purchase.

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of your organizations, and the proposed joint representation of both of you in the Project. Karen M. Tiedemann is the attorney working with the Housing Authority. Dianne Jackson McLean is the attorney working with CHDC. Although different Goldfarb & Lipman attorneys represent CHDC and the Housing Authority on the Project, such representation is still considered joint representation.

To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, (2) obtain the informed written consent of each of you to such conflict of interest, and (3) obtain agreement from each of you to the limited joint representation as described in this letter. We believe that we

Los Angeles
213 627-6336
San Diego
619 239-6336
Goldfarb & Lipman LLP

will be able to provide competent and diligent representation to each of you in this matter.

I. Existing Relationships.

The Housing Authority is an existing client of Goldfarb & Lipman. We have and continue to represent the Housing Authority in connection with numerous matters, including but not limited to affordable housing activities, property disposition and refinancings of existing housing developments, and general administration matters.

CHDC is also an existing client. We represent CHDC in connection with the development of affordable housing developments, including but not limited to Pullman Point, Chelsey Mutual Housing, Barrett Plaza Townhouse, Barrett Plaza Terrace Apartments, Filbert Townhouses, Scattered Sites Homeownership Housing, McDonald Avenue Supporting Housing, and Parkway Estates.

II. Joint Representation.

Each of you have requested Goldfarb & Lipman to represent you in the Project (the "Joint Representation"). The informed written consents of the each of you are requested because of the conflict of interest that may arise due to the Joint Representation.

The interests and objectives of each of you in the Joint Representation related to the Project are, or may become, inconsistent with one another. Therefore, it is important that you thoroughly understand the consequences of the Joint Representation.

In representing both of you in connection with the Joint Representation, Goldfarb & Lipman will strive to provide legal services that are equally beneficial to both of you. In other words, rather than vigorously asserting each of your respective interests regarding these issues, we will strive to reach agreements on matters that are mutually beneficially to both of you. The consequence is that there is likely to be a balancing of interests between your two organizations.

At this point, we feel that we can competently and diligently represent all of your respective interests, that the representation does not involve the assertion of a claim by one of you against the other, and that we do not believe that our representation of one of you will be materially limited by our responsibilities to or relationship with the other of you. There are, however, some consequences of Joint Representation that each of you should consider, and for which you may wish to obtain the advice of independent legal counsel, before consenting to such representation.

a. No Secrets. Goldfarb & Lipman cannot maintain any secrets between each of you in connection with the Joint Representation. Normally, Goldfarb & Lipman would keep

confidential all client information. However, anything disclosed by either of you to Goldfarb & Lipman that is relevant to this Joint Representation must be disclosed to the other Party.

Additionally, in fulfilling our obligations to provide competent legal services, we may have to disclose to either of you any information that we have obtained from the other Party in the Project or any other matters that may be relevant or material to this Joint Representation. However, we would be required to obtain your prior informed written consent before we could make any such disclosures. At this point, we are unaware of any information that would require such disclosure and consent.

b. Attorney-Client Privilege. With Joint Representation, each of you separately waive the attorney-client privilege with regard to communications with Goldfarb & Lipman in connection with the Joint Representation. This means that in the event of any dispute (including litigation) between each of you in connection with the Joint Representation, Goldfarb & Lipman could be compelled to testify about attorney-client communications regarding the Joint Representation that would otherwise be confidential and privileged without this waiver. Both of you would, however, maintain the attorney-client privilege against third parties who might make any claim or file a lawsuit against either of you in relation to the Joint Representation.

c. Adverse Interest. If any actual adverse interest develops between each of you related to the Joint Representation, then we will have to determine whether we can competently continue our representation, even if both of you are willing to provide informed written consent. If the interests of CHDC and the Housing Authority become adverse, and as a consequence, we make the determination that we can no longer provide competent legal representation to both of the respective interests, we would then need to withdraw from representing both Parties in the Joint Representation. Rule 1.4 of the CRPC requires us to keep both of you promptly informed of all material matters or issues in the Joint Representation and the Project, so that we would immediately disclose to both of you when there is a change of this nature.

d. Rules of Professional Conduct. As attorneys we are governed by specific rules relating to our representation of clients where we have a relationship with both Parties and therefore a conflict of interest. Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the CRPC govern conflicts of interest. Accordingly, we must obtain the informed written consent of each of you before proceeding with our Joint Representation of each of you in connection with the Project.

III. Informed Written Consent

You should thoroughly review and consider the matters discussed in this letter and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing each of you in the manner outlined above, please sign and return the attached consent form acknowledging (i) that you have been advised of Goldfarb & Lipman's past and continuing relationships with each of you; (ii) that you have been advised to Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest

associated with our Joint Representation of each of you in connection with the Project; (iii) the consequences of Joint Representation in relation to the Project; and (iv) that you nevertheless consent to our representation of you in connection with the Project and to our Joint Representation of each of you in connection with the Project.

If you have any questions regarding this letter or our representation of each of you, please call us before signing and returning the Consent attached to this letter.

Sincerely,

DIANNE JACKSON MCLEAN
Attorney for Community Housing Development Corporation of North Richmond

KAREN TIEDEMANN
Attorney for the Housing Authority of the County of Contra Costa

CONSENT TO JOINT REPRESENTATION
(Las Deltas Public Housing Scattered Sites Project)

Community Housing Development Corporation of North Richmond ("CHDC") and the Housing Authority of the County of Contra Costa ("Housing Authority") intend to enter into purchase and sale agreements related to the rehabilitation or redevelopment of that certain real property, commonly known as the Las Deltas Public Housing Scattered Sites project, in unincorporated County of Contra Costa (APN(S) 409-120-005, 409-110-007, 409-291-009, and 409-282-019) (the "Project"). The Project includes, but would not be limited to, conversion of duplexes into single family homes for first time homebuyer purchase.

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you; (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of CHDC and of the Housing Authority and the possible consequences of this conflict; (iii) the conflict of interest that Goldfarb & Lipman may have in its Joint Representation of each of you in connection with the Project; and (iv) the consequences of such Joint Representation. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman regarding the Project and gives approval to such representation as described in this letter.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

Dated: _____

CHDC

COMMUNITY HOUSING DEVELOPMENT CORPORATION OF NORTH RICHMOND

By: _____
Name: Donald Gilmore
Its: Executive Director

Dated: _____

HOUSING AUTHORITY

THE HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

By: _____
Name: Joseph Villarreal,
Its: Executive Director

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2389 **Agenda Date:** 8/6/2024 **Agenda #:** C.62.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Contract Amendment with GovernmentJobs.com, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract amendment with GovernmentJobs.com, Inc., (dba NeoGov), to increase the contract payment limit by $100,000 to $955,000 for providing a vendor-hosted internet-based applicant tracking software system, and to extend the term through June 30, 2025.

FISCAL IMPACT:
The cost for the term of the amendment is within the Human Resources Department FY 24-25 budget.

BACKGROUND:
The County has been contracting with GovernmentJobs.com, Inc. for a number of years to provide an applicant tracking system. The availability of status reports, automatic reminders, and overdue notices will help ensure hiring documents and steps are completed and processed in a timely fashion. The applicant tracking system will be hosted on the internet by the vendor. The agreement obligates the vendor to indemnify the County for third-party losses arising out of the vendor's negligence or willful misconduct in performing the agreement, provided that the vendor's indemnity obligation is capped at their insurance limits under the agreement - $1,000,000 for general liability and $4,000,000 for cyber insurance.

CONSEQUENCE OF NEGATIVE ACTION:
If the contract is not approved, we will not be able to access the vendor's tracking system, which would significantly hinder the ability to continue modernizing processes and move toward a paperless system.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2390 **Agenda Date:** 8/6/2024 **Agenda #:** C.63.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with Computacenter for Cisco UCS Servers

☒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 Computacenter, in an amount not to exceed $315,000, for the purchase of Cisco UCS equipment to complete a network server upgrade.

FISCAL IMPACT:
General Fund - Approved IT Project Funding for FY24-25.

BACKGROUND:
The Department of Information Technology (DOIT) Network Services team has 45 network servers that are outdated and no longer under maintenance or support, with ages ranging from 5 to over 10 years old. These servers are crucial for the County and various departments, but replacement parts and firmware upgrades are unavailable. Failure or compromise of these servers could cause significant outages. DOIT plans to replace them with a Private Cloud infrastructure to consolidate and enhance the server environment, extending the lifecycle and reducing the risk of hardware failures. The Private Cloud infrastructure takes advantage of increased virtualization features that reduces the amount of equipment needed to provide the same level of service and meets the County's Climate Action Plan goal to maximize energy efficiency where possible.

This project will enable the County to provide a true enterprise platform for all County departments to utilize at a lower cost than replacing existing like for like server hardware. The result of which will provide an increased level of stability, reliability, enhanced data protection with data replication that minimizes the risk of data loss, uniform practice in server deployment, patching and maintenance. This will also reduce the amount of labor effort required to provision server/storage resources.

The purchase was competitively bid, with Computacenter being awarded to supply a new server platform that includes 6 servers and associated hardware. DoIT received three quotes and Computacenter was the lowest price, while offering the items needed.

CONSEQUENCE OF NEGATIVE ACTION:

The consequence of not replacing outdated servers includes increased risk of hardware failures, leading to significant outages for critical County functions and departments. Additionally, the lack of available

replacement parts and firmware updates means any server failure could result in prolonged downtime, compromising the County's operations and potentially causing data loss or security breaches.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2391 **Agenda Date:** 8/6/2024 **Agenda #:** C.64.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: APPROVE Budget Amendment No's. BDA-24-00264 through BDA-24-00272.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No's. BDA-24-00264 through BDA-24-00272, authorizing adjustments to the Department of Information Technology (0147) and Telecommunications (0060) expenditure and revenue budgets as part of FY 2023/24 budget rebalance of $14,194,131.

FISCAL IMPACT:
This action is to adjust the expenditure and revenue budgets to more accurately reflect budgetary requirements for the Department of Information Technology (0147) and Telecommunications (0060) for FY 2023/24. There is no additional net county cost.

BACKGROUND:

The budget adjustments have been necessitated by changes in revenue projections. The initially approved FY 2023/24 budget included more expenditure transfers and fewer revenue transfers, which necessitated this realignment. This adjustment aims to more accurately align the budget with current expectations for expenditure transfers and revenue collections. The only changes involve reallocation from the 2000-5000 expense accounts to the 9000 revenue accounts.

CONSEQUENCE OF NEGATIVE ACTION:

Appropriations for estimated revenues will not be properly reflected in the FY 23/24 budget.

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00264

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00264
Amendment Date	06/30/2024
Description	Fiscal Year End Adjustments
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)	9875:DATA PROCESSING SERVICES	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$1,238,843.00	Increase budget in 9875	
FY 2023-24 Year (FY2023-24 Operating Budget)	9856:DOIT DATA PROCESSING SUPPLY	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$4,947.00	Increase budget in 9856	
FY 2023-24 Year (FY2023-24 Operating Budget)	9855:DOIT DATA PROCESSING SVCS	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$440,975.00	Increase budget in 9855	
FY 2023-24 Year (FY2023-24 Operating Budget)	9852:INTERFUND REV - GOV/ENT	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$9,893.00	Increase budget in 9852	
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$1,694,658.00	$0.00	Decrease budget in 5022	
FY 2023-24 Year (FY2023-24 Operating Budget)	2328:ADMINISTRATIVE SERVICE	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$2,354,848.00	$0.00	Increase budget in 2328	
FY 2023-24 Year (FY2023-24 Operating Budget)	2479:OTHER SPECIAL DPMTAL EXP	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$380,000.00	Decrease budget in 2479	

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00264

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$200,000.00	Decrease budget in 2310	
FY 2023-24 Year (FY2023-24 Operating Budget)	2251:COMPUTER SOFTWARE COST	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$1,732,098.00	Decrease budget in 2251	
FY 2023-24 Year (FY2023-24 Operating Budget)	2200:MEMBERSHIPS	1050 ADMINISTRATION (Home Org)	1055 INFORMATION SECURITY ADM	100300 GENERAL	$0.00	$42,750.00	Decrease budget in 2200	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:21:47 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:02:58 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00265

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00265
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	2251:COMPUTER SOFTWARE COST	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$175,000.00	Decrease budget in 2251	
FY 2023-24 Year (FY2023-24 Operating Budget)	2132:MINOR COMPUTER EQUIPMENT	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$29,000.00	Decrease budget in 2132	
FY 2023-24 Year (FY2023-24 Operating Budget)	2100:OFFICE EXPENSE	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$45,000.00	Decrease budget in 2100	
FY 2023-24 Year (FY2023-24 Operating Budget)	9875:DATA PROCESSING SERVICES	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$1,023,353.00	$0.00	Decrease budget in 9875	
FY 2023-24 Year (FY2023-24 Operating Budget)	3515:INT ON OTH LONG TERM DEBT	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$3,200.00	Decrease budget in 3515	
FY 2023-24 Year (FY2023-24 Operating Budget)	3505:RETIRE OTH LONG TERM DEBT	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$60,000.00	Decrease budget in 3505	
FY 2023-24 Year (FY2023-24 Operating Budget)	2479:OTHER SPECIAL DPMTAL EXP	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$12,559.00	Decrease budget in 2479	
FY 2023-24 Year (FY2023-24 Operating Budget)	2477:ED SUPPLIES AND COURSES	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$7,000.00	Decrease budget in 2477	
FY 2023-24 Year (FY2023-24 Operating Budget)	2328:ADMINISTRATIVE SERVICE	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$271,594.00	Decrease budget in 2328	

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00265

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$270,000.00	Decrease budget in 2310	
FY 2023-24 Year (FY2023-24 Operating Budget)	2270:MAINTENANCE - EQUIPMENT	1050 ADMINISTRATION (Home Org)	1060 OPERATIONS	100300 GENERAL	$0.00	$150,000.00	Decrease budget in 2270	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:22:23 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:02:51 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/11/2024 09:18:45 AM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Send back for dept to update
Budget Amendment Event	Budget Amendment Event	Submitted	07/11/2024 12:26:27 PM	07/03/2024	Michelle Colefield	1	Michelle Colefield: Updated BDA, please process. Thanks!
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/11/2024 12:48:51 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00266

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00266
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	9875:DATA PROCESSING SERVICES	1050 ADMINISTRATION (Home Org)	1063 GIS SUPPORT	100300 GENERAL	$0.00	$553,696.00	Increase budget in 9875	
FY 2023-24 Year (FY2023-24 Operating Budget)	9856:DOIT DATA PROCESSING SUPPLY	1050 ADMINISTRATION (Home Org)	1063 GIS SUPPORT	100300 GENERAL	$0.00	$2,225.00	Increase budget in 9856	
FY 2023-24 Year (FY2023-24 Operating Budget)	9855:DOIT DATA PROCESSING SVCS	1050 ADMINISTRATION (Home Org)	1063 GIS SUPPORT	100300 GENERAL	$0.00	$236,737.00	Increase budget in 9855	
FY 2023-24 Year (FY2023-24 Operating Budget)	9852:INTERFUND REV - GOV/ENT	1050 ADMINISTRATION (Home Org)	1063 GIS SUPPORT	100300 GENERAL	$0.00	$4,451.00	Increase budget in 9852	
FY 2023-24 Year (FY2023-24 Operating Budget)	9620:COMMUNICATION SERVICES	1050 ADMINISTRATION (Home Org)	1063 GIS SUPPORT	100300 GENERAL	$0.00	$41.00	Increase budget in 9620	
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	1063 GIS SUPPORT	100300 GENERAL	$797,150.00	$0.00	Decrease budget in 5022	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:22:55 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00266

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:02:45 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00267

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00267
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	9875:DATA PROCESSING SERVICES	1050 ADMINISTRATION (Home Org)	1065 SYSTEMS & PROGRAMMING	100300 GENERAL	$0.00	$639,734.00	Increase budget in 9875	
FY 2023-24 Year (FY2023-24 Operating Budget)	9856:DOIT DATA PROCESSING SUPPLY	1050 ADMINISTRATION (Home Org)	1065 SYSTEMS & PROGRAMMING	100300 GENERAL	$0.00	$3,300.00	Increase budget in 9856	
FY 2023-24 Year (FY2023-24 Operating Budget)	9855:DOIT DATA PROCESSING SVCS	1050 ADMINISTRATION (Home Org)	1065 SYSTEMS & PROGRAMMING	100300 GENERAL	$0.00	$165,893.00	Increase budget in 9855	
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	1065 SYSTEMS & PROGRAMMING	100300 GENERAL	$808,927.00	$0.00	Decrease budget in 5022	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:23:23 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:02:36 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00267

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00268

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00268
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	1070 NETWORK SERVICES	100300 GENERAL	$1,706,057.00	$0.00	Decrease budget in 5022	
FY 2023-24 Year (FY2023-24 Operating Budget)	2328:ADMINISTRATIVE SERVICE	1050 ADMINISTRATION (Home Org)	1070 NETWORK SERVICES	100300 GENERAL	$0.00	$450,000.00	Decrease budget in 2328	
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	1050 ADMINISTRATION (Home Org)	1070 NETWORK SERVICES	100300 GENERAL	$450,000.00	$0.00	Increase budget in 2310	
FY 2023-24 Year (FY2023-24 Operating Budget)	9875:DATA PROCESSING SERVICES	1050 ADMINISTRATION (Home Org)	1070 NETWORK SERVICES	100300 GENERAL	$0.00	$487,194.00	Increase budget in 9875	
FY 2023-24 Year (FY2023-24 Operating Budget)	9856:DOIT DATA PROCESSING SUPPLY	1050 ADMINISTRATION (Home Org)	1070 NETWORK SERVICES	100300 GENERAL	$0.00	$6,026.00	Increase budget in 9856	
FY 2023-24 Year (FY2023-24 Operating Budget)	9855:DOIT DATA PROCESSING SVCS	1050 ADMINISTRATION (Home Org)	1070 NETWORK SERVICES	100300 GENERAL	$0.00	$1,136,777.00	Increase budget in 9855	
FY 2023-24 Year (FY2023-24 Operating Budget)	9852:INTERFUND REV - GOV/ENT	1050 ADMINISTRATION (Home Org)	1070 NETWORK SERVICES	100300 GENERAL	$0.00	$76,060.00	Increase budget in 9852	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:24:30 PM	07/03/2024	Michelle Colefield	1	

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00268

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:02:23 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/08/2024 01:50:02 PM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Return per depts request
Budget Amendment Event	Budget Amendment Event	Submitted	07/08/2024 02:59:00 PM	07/03/2024	Michelle Colefield	1	Michelle Colefield: Corrected/updated BDA.
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/08/2024 03:01:10 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00269

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00269
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	9852:INTERFUND REV - GOV/ENT	1050 ADMINISTRATION (Home Org)	1075 WAN SERVICES	100300 GENERAL	$0.00	$14,804.00	Increase budget in 9852	
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	1075 WAN SERVICES	100300 GENERAL	$2,630,886.00	$0.00	Decrease budget in 5022	
FY 2023-24 Year (FY2023-24 Operating Budget)	9875:DATA PROCESSING SERVICES	1050 ADMINISTRATION (Home Org)	1075 WAN SERVICES	100300 GENERAL	$0.00	$1,819,234.00	Increase budget in 9875	
FY 2023-24 Year (FY2023-24 Operating Budget)	9856:DOIT DATA PROCESSING SUPPLY	1050 ADMINISTRATION (Home Org)	1075 WAN SERVICES	100300 GENERAL	$0.00	$8,452.00	Increase budget in 9856	
FY 2023-24 Year (FY2023-24 Operating Budget)	9855:DOIT DATA PROCESSING SVCS	1050 ADMINISTRATION (Home Org)	1075 WAN SERVICES	100300 GENERAL	$0.00	$788,396.00	Increase budget in 9855	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:25:43 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:02:18 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00270

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00270
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	9620:COMMUNICATION SERVICES	1050 ADMINISTRATION (Home Org)	4280 TELECOMMUNICATIONS	100300 GENERAL	$457,955.00	$0.00	Decrease budget in 9620	
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	4280 TELECOMMUNICATIONS	100300 GENERAL	$1,008,946.00	$0.00	Decrease budget in 5022	
FY 2023-24 Year (FY2023-24 Operating Budget)	3505:RETIRE OTH LONG TERM DEBT	1050 ADMINISTRATION (Home Org)	4280 TELECOMMUNICATIONS	100300 GENERAL	$0.00	$335,910.00	Decrease budget in 3505	
FY 2023-24 Year (FY2023-24 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	1050 ADMINISTRATION (Home Org)	4280 TELECOMMUNICATIONS	100300 GENERAL	$0.00	$230,000.00	Decrease budget in 2310	
FY 2023-24 Year (FY2023-24 Operating Budget)	2251:COMPUTER SOFTWARE COST	1050 ADMINISTRATION (Home Org)	4280 TELECOMMUNICATIONS	100300 GENERAL	$0.00	$350,000.00	Decrease budget in 2251	
FY 2023-24 Year (FY2023-24 Operating Budget)	9875:DATA PROCESSING SERVICES	1050 ADMINISTRATION (Home Org)	4280 TELECOMMUNICATIONS	100300 GENERAL	$0.00	$143,788.00	Increase budget 9875	
FY 2023-24 Year (FY2023-24 Operating Budget)	9854:DOIT PHONE EXCHANGE CHARGES	1050 ADMINISTRATION (Home Org)	4280 TELECOMMUNICATIONS	100300 GENERAL	$0.00	$407,203.00	Increase budget 9854	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:41:18 PM	07/03/2024	Michelle Colefield	1	

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00270

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:02:09 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/11/2024 09:19:01 AM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Send back for dept to update
Budget Amendment Event	Budget Amendment Event	Submitted	07/11/2024 12:31:52 PM	07/03/2024	Michelle Colefield	1	Michelle Colefield: BDA updated, please process.
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/11/2024 12:48:43 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00271

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00271
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	9858:DOIT OTHER TELECOM CHARGES	1050 ADMINISTRATION (Home Org)	4290 TELEPHONE MAINTENANCE	100300 GENERAL	$0.00	$22,875.00	Increase budget in 9858	
FY 2023-24 Year (FY2023-24 Operating Budget)	9852:INTERFUND REV - GOV/ENT	1050 ADMINISTRATION (Home Org)	4290 TELEPHONE MAINTENANCE	100300 GENERAL	$0.00	$18,608.00	Increase budget in 9852	
FY 2023-24 Year (FY2023-24 Operating Budget)	9620:COMMUNICATION SERVICES	1050 ADMINISTRATION (Home Org)	4290 TELEPHONE MAINTENANCE	100300 GENERAL	$0.00	$677,211.00	Increase budget in 9620	
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	4290 TELEPHONE MAINTENANCE	100300 GENERAL	$718,694.00	$0.00	Decrease budget in 5022	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:07:46 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:03:07 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/08/2024 10:02:22 AM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Return for rounding

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00271

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	07/08/2024 01:57:24 PM	07/03/2024	Michelle Colefield	1	Michelle Colefield: Updated amounts in budget amendment.
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/09/2024 01:05:51 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00272

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00272
Amendment Date	06/30/2024
Description	Fiscal year end adjustments
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)	9857:DOIT MNTN RADIO EQUIPMENT	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$14,100.00	$0.00	Decrease budget in 9857	
FY 2023-24 Year (FY2023-24 Operating Budget)	9855:DOIT DATA PROCESSING SVCS	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$90,900.00	$0.00	Decrease budget in 9855	
FY 2023-24 Year (FY2023-24 Operating Budget)	3515:INT ON OTH LONG TERM DEBT	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$2,195.00	Decrease budget in 3515	
FY 2023-24 Year (FY2023-24 Operating Budget)	3505:RETIRE OTH LONG TERM DEBT	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$22,740.00	Decrease budget in 3505	
FY 2023-24 Year (FY2023-24 Operating Budget)	2490:MISC SERVICES & SUPPLIES	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$21,854.00	Decrease budget in 2490	
FY 2023-24 Year (FY2023-24 Operating Budget)	2335:OTHER TELECOM CHARGES	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$6,270.00	$0.00	Increase budget in 2335	
FY 2023-24 Year (FY2023-24 Operating Budget)	2284:REQUESTED MAINTENANCE	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$130,000.00	Decrease budget in 2284	
FY 2023-24 Year (FY2023-24 Operating Budget)	2270:MAINTENANCE -EQUIPMENT	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$200,000.00	Decrease budget in 2270	
FY 2023-24 Year (FY2023-24 Operating Budget)	9851:INTERFUND REV - GOV/GOV	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$43,945.00	$0.00	Decrease budget in 9851	

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00272

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2023-24 Year (FY2023-24 Operating Budget)	2251:COMPUTER SOFTWARE COST	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$27,800.00	Decrease budget in 2251	
FY 2023-24 Year (FY2023-24 Operating Budget)	9195:OTHER RENTS	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$117,068.00	Increase budget in 9195	
FY 2023-24 Year (FY2023-24 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$372,442.00	$0.00	Decrease budget in 5022	
FY 2023-24 Year (FY2023-24 Operating Budget)	2131:MINOR FURNITURE/EQUIPMENT	1050 ADMINISTRATION (Home Org)	4295 MICROWAVE MAINTENANCE	100300 GENERAL	$0.00	$6,000.00	Decrease budget in 2131	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/02/2024 03:11:30 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/02/2024 04:03:03 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/11/2024 09:19:19 AM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Send back for dept to update
Budget Amendment Event	Budget Amendment Event	Submitted	07/11/2024 12:44:58 PM	07/03/2024	Michelle Colefield	1	
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/11/2024 12:48:29 PM		Sarah Bunnell (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Sent Back	07/19/2024 10:50:20 AM		Yesenia Campos (Budget Specialist (Auditor Office))	1	Send Back Reason from Yesenia Campos: Dept to make update

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 06/30/2024 : BDA-24-00272

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	07/22/2024 02:18:05 PM	07/03/2024	Michelle Colefield	1	Michelle Colefield: Changed ledger account from 2132 to 2131.
Budget Amendment Event	Review Budget Amendment	Not Required		07/03/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	07/22/2024 03:18:38 PM		Arlene Gutierrez (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Awaiting Action			Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2347 **Agenda Date:** 8/6/2024 **Agenda #:** C.65.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Clayton Library Closure for HVAC Replacement

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to close the Clayton Library on August 10th and August 13th, as requested by the City of Clayton, to replace the HVAC system.

FISCAL IMPACT:
None

BACKGROUND:
The HVAC system replacement at the Clayton Library will begin on Saturday August 10th and continue through August 13th. The library will reopen on Wednesday August 14th. Clayton residents requiring library services may use the nearby Ygnacio Valley Library or any other Contra Costa County Library.

The City of Clayton has hired Climatec, Inc., to install energy efficiency improvements throughout the City's facilities, which include the Clayton Library. Climatec will be installing a new heating and air conditioning unit within the attic space of the library building. This will involve removing existing air return duct work and cutting open the exterior wall of the building to remove the old HVAC unit and to move the new unit into place. This work will require the entrance to the building to be closed for the wall removal and HVAC unit positioning. The HVAC system will be offline during the installation of the new unit. Climatec will then bring the new unit online, check temperature controls and vent operations prior to opening the building back up to the public.

CONSEQUENCE OF NEGATIVE ACTION:
The HVAC system at the Clayton Library will not be replaced.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2348 **Agenda Date:** 8/6/2024 **Agenda #:** C.66.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with General Datatech, L.P. for Palo Alto Networks hardware and subscriptions through July 23, 2028

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with General Datatech, L.P. in an amount not to exceed $294,098 for the renewal of Palo Alto Networks firewall equipment and support subscriptions, for the period July 23, 2024, through July 23, 2028.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
Palo Alto Networks provides firewall protection to the Library networks. The software includes URL filtering, advanced threat protection and domain name system (DNS) security. The products and services are governed by the End User License Agreement executed May 26, 2020, which limits Palo Alto Networks' liability to the greater of one million dollars or the total amount the County has paid for the entire term of the product subscription.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will lose the use of our Palo Alto Networks firewall protections.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2349 **Agenda Date:** 8/6/2024 **Agenda #:** C.67.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with EBSCO Information Services, LLC for Environment Complete, ConsumerReports.org, MasterFILE Reference eBook Subscription, MasterFILE Complete and EBSCO Discovery Service, for the period May 1, 2024, through April 30, 2025.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Board Action of June 25th, 2024 (C.188), which pertained to authorizing a purchase order with EBSCO Publishing, Inc. and APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order including modified limitation of liability and indemnification language with EBSCO Information Services, LLC in an amount not to exceed $109,515 for the renewal of Environment Complete, ConsumerReports.org, MasterFILE Reference dBook Subscription, MasterFILE Complete and EBSCO Discovery Service, for the period August 1, 2024, through July 31, 2025.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Library Department has used and continues to use EBSCO for various online subscriptions for patron use. EBSCO is a leading provider of research content, search technologies, and delivery platform for public libraries. The Library selected EBSCO for a customer package that includes Environment Complete, ConsumerReports.org, MasterFILE Reference eBook Subscription, MasterFILE Complete and EBSCO Discovery Service. This package includes authoritative sources, such as journals, full-text magazines, newspapers, reference eBooks, primary documents, and other educational content appropriate for research papers, class projects and home assignments for students and lifelong learners at all levels. EBSCO's Discovery Service utilizes a single search where researchers can find content found in all the Library's full-text databases. ConsumerReports.org provides patrons with trusted information to help them make smart buying decisions.

Terms and Conditions include limitation of liability and indemnification provisions approved by County Counsel.

On June 25, 2024 (C.188) the Board of Supervisors approved a Purchase Order in an amount not to exceed $109,515 for the renewal of Environment Complete, ConsumerReports.org, MasterFILE Reference dBook Subscription, MasterFILE Complete and EBSCO Discovery Service, for the period August 1, 2024, through July 31, 2025.

This staff report corrects the vendor name from EBSCO Publishing, Inc. to EBSCO Information Services, LLC.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons with the extensive information and search capabilities provided by these databases.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2350 **Agenda Date:** 8/6/2024 **Agenda #:** C.68.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: State of California Office of Traffic Safety Grant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE AND AUTHORIZE the Contra Costa County Probation Officer, or designee, to apply for grant funding from the California Office of Traffic Safety, and authorize the County Probation Officer, or designee, to execute an agreement and accept funding in an amount not to exceed $464,900 for intensive probation supervisions for high-risk Driving Under the Influence (DUI) offenders with multiple DUI convictions from October 1, 2024 through September 30, 2025.

FISCAL IMPACT:

100% State revenue. No County match is required.

BACKGROUND:

The Probation Department has had a partnership with the Office of Traffic Safety (OTS) for more than 15 years. The support and assistance provided by OTS, coupled with strong working relationships with state and local law enforcement agencies, has allowed the Probation Department to closely monitor and rehabilitate clients. Reducing the traumatic impact that impaired driving causes across the community contributes to improving public safety. The safety of communities is a top priority. Intensive supervision programs hold DUI offenders accountable.

This grant will fund Probation Department personnel for an intensive supervision program for high-risk DUI offenders with multiple DUI convictions. The intensive program involves check-ins with probationers to make sure they are following court ordered terms of their probation. This includes conducting unannounced fourth amendment waiver home searches, field visits, random alcohol and drug testing, and ensuring those on probation are attending court ordered DUI education and treatment programs. The grant also pays for warrant operations targeting probation violations and DUI suspects who do not appear in court, officer training in Standard Field Sobriety Testing, distribution of DUI "Be on the Lookout" (BOLO) alerts, collaboration with courts and prosecutors to establish probation orders, and participation with local law enforcement on anti-DUI efforts.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, Probation would not be able to accept funding from the State to provide intensive supervision for high-risk DUI offenders.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2351 **Agenda Date:** 8/6/2024 **Agenda #:** C.69.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Diablo Paper Shredding, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract containing modified indemnification with Diablo Paper Shredding, Inc., in am amount not to exceed $40,000 for shredding services for the period of September 1, 2024 to August 31, 2026.

FISCAL IMPACT:
This total of $40,000 will be 100% funded by the General Fund.

BACKGROUND:
Diablo Paper Shredding offers mobile paper shredding and hard drive shredding services that are compliant with various data destruction regulations and are certified by the National Association for Information Destruction. Diablo Paper Shredding will provide confidential on-site shredding services to multiple locations in the Probation Department.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, Probation will not have an efficient shredding service to destroy confidential documents that are no longer needed at the Probation Department.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2352 **Agenda Date:** 8/6/2024 **Agenda #:** C.70.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Interagency Agreement with the Contra Costa County Office of Education

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with the Contra Costa County Office of Education, in an amount not to exceed $434,570 to provide student educational programs for youth enrolled in the Briones Youth Academy for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
This contract is 100% funded by the Juvenile Justice Realignment Block Grant.

BACKGROUND:
Under the orders of Governor Gavin Newsom, California phased out the California Division of Juvenile Justice (DJJ) in 2021. This required youth to remain under the supervision of individual county juvenile halls instead of state youth prisons. The Probation Department created a new program called the Briones Youth Academy to serve these youth. Since July 2021, the Contra Costa County Office of Education has provided additional educational staffing to serve the students who have already received a High School diploma and who are enrolled in the Briones Youth Academy. The Probation Department would like to renew this contract with the Contra Costa County Office of Education to continue serving the youth in the Briones Youth Academy.

CONSEQUENCE OF NEGATIVE ACTION:
Without this contract, the educational programs will not be available to the youth enrolled in the Briones Youth Academy.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-279 **Agenda Date:** 8/6/2024 **Agenda #:** C.71.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Highland Boulevard, on August 26, 2024, from 7:00 a.m. through 5:00 p.m., Kensington area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Highland Boulevard between Lam Court and Cowper Avenue, on August 26, 2024, from 7:00 a.m. through 5:00 p.m., for the purpose of replacement of a utility pole transformer, Kensington 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 & Electric is requesting a road closure to replace a utility pole transformer. 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:
Applicant 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, Kensington Police Department & Fire Protection District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Highland Boulevard between Lam Court and Cowper Avenue, on August 26, 2024, from 7:00 a.m. through 5:00 p.m., for the purpose of replacement of a utility pole transformer, Kensington area. (District I)

RC24-43

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas and Electric Company to fully close a portion of Highland Boulevard between Lam Court and Cowper Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on August 26, 2024, for the period of 7:00 a.m. through 5:00 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Kensington Police Department, the California Highway Patrol and the Fire District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-280 **Agenda Date:** 8/6/2024 **Agenda #:** C.72.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Amherst Avenue between Oberlin Avenue and Princeton Avenue, on August 23, 2024 and August 24, 2024 from 7:00 a.m. through 5:00 p.m., Kensington area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Amherst Avenue between Oberlin Avenue and Princeton Avenue, on August 23, 2024 and August 24, 2024 from 7:00 a.m. through 5:00 p.m., for the purpose of replacement of a utility pole and utility pole transformer, Kensington 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 & Electric is requesting a road closure to replace a utility pole and utility pole transformer. 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:
Applicant will be unable to close the road for planned activities.

C: Kellen O'Connor-Engineering Services, Marke Smith-Engineering Services, Bob Hendry-Engineering Services, Devon Patel-Engineering Services, Chris Lou-Maintenance, CHP, Kensington Police Department

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 Amherst Avenue between Oberlin Avenue and Princeton Avenue, on August 23, 2024 and August 24, 2024 from 7:00 a.m. through 5:00 p.m., for the purpose of replacement of a utility pole and utility pole transformer, Kensington area. (District I)

RC-24-44

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric to fully close a portion of Amherst Avenue between Oberlin Avenue and Princeton Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on August 23, 2024 and August 24, 2024 for the period of 7:00 a.m. through 5:00 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the 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. Pacific Gas & Electric shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Kensington Police Department, the California Highway Patrol and the Fire District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-281 **Agenda Date:** 8/6/2024 **Agenda #:** C.73.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting completion of improvements for development plan permit DP18-03031 (cross-reference minor subdivision MS18-00010), Walnut Creek area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting completion of improvements development plan permit DP18-3031 (cross-reference minor subdivision MS18-00010) for a project developed by Del Hombre Walnut Creek Holdings, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:
100% Developer fees.

BACKGROUND:
The developer has completed the improvements per the Subdivision Agreement, in accordance with the Title 9 of the County Ordinance Code without the need for a warranty period. The surety bond, Bond No. 1010073, dated February 2, 2021, issued by The Hanover Insurance Company, is EXONERATED.

CONSEQUENCE OF NEGATIVE ACTION:
The completion of improvements will not be accepted, the developer will not receive a refund of the cash deposit, the Subdivision Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

Recorded at the request of: **Clerk of the Board**
Return To: **Public Works Dept**

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

Adopted this Resolution on _____by the following vote:

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No.

IN THE MATTER OF accepting completion of improvements for development plan permit DP18-03031 (cross-reference minor subdivision MS18-00010) for a project developed by Del Hombre Walnut Creek Holdings, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

WHEREAS these improvements are approximately located near Del Hombre Lane and Las Juntas Way.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

REFUND the $10,800.00 cash deposit (Auditor's Deposit Permit No.821677, dated January 13, 2021) plus interest to Del Hombre Walnut Creek Holdings, LLC in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that the improvements have been COMPLETED as of August 6, 2024, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: February 2, 2021

NAME OF SURETY: The Hanover Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $504,000.00, Bond No. 1010073 issued by the above surety be RETAINED for the six month lien guarantee period until February 6, 2025, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that Del Hombre Lane widening for the hereinafter described public improvements, as shown and dedicated for public use on the Parcel Map of minor subdivision MS18-00010

filed February 2, 2021, in Book 217of parcel maps at Page 14, Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement and surety bond, Bond No. 1010073, dated February 2, 2021, issued by The Hanover Insurance Company, are EXONERATED.

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: R. Hutchins-Records, K. Piona-Records, R. Sanders-Design/Construction, C. Lau-Maintenance, D. Baumann-Surveys, C. Halford-Mapping, R. Johnson-Special District, J. Duffy-Special Districts, R. Alderman-Signal Shop, Kellen O'Connor-Engineering Services, Rachel Brown-Finance

Developer: Del Hombre Walnut Creek Holdings, LLC
1780 S. Post Oak Lane, Suite 400
Houston, TX 77056

SURETY: The Hanover Insurance Company
440 Lincoln Street
Worchester, MA 01653

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2353 **Agenda Date:** 8/6/2024 **Agenda #:** C.74.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accept the 2024 Semi-Annual Report of Real Estate Acquisition Acceptances dated January 1, 2024, through June 30, 2024.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the 2024 Semi-Annual Report of Real Estate Acquisition Acceptances dated January 1, 2024, through June 30, 2024, approved by the Public Works Director for the acquisitions of any interest in real property where the purchase price for the real property interest did not exceed $100,000, Countywide.

FISCAL IMPACT:
100% various road and flood control funds covered costs related to staff time and purchase price.

BACKGROUND:
Pursuant to the Contra Costa County, Ordinance Code 2019-35, Title 11, Division 1108, Chapter 1108-8.002, "The Board of Supervisors authorizes the Public Works Director, or his or her designated deputy, to perform all acts necessary to approve and accept for the County the acquisition of any interest in real property where the purchase price for the real property interest does not exceed one hundred thousand dollars ($100,000)." The Public Works Director shall submit a semi-annual report to the Board of Supervisors on each acquisition done pursuant to this section, including the interest acquired, its price, and the necessity for the purchase.

There are no acquisitions done pursuant to this section to report for the period of January 1, 2024, through June 30,2024.

CONSEQUENCE OF NEGATIVE ACTION:
The Board of Supervisors would not be informed of the acquisitions accepted by the Public Works Director pursuant to Contra Costa County Ordinance Code.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2354 **Agenda Date:** 8/6/2024 **Agenda #:** C.75.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment to Consulting Services Agreement with KCM Engineering, Inc., dba Knight CM Group, Clayton and Brentwood area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) amendment with KCM Engineering, Inc., dba Knight CM Group, effective June 4, 2024, to increase the payment limit by $722,000.00 to a new payment limit of $2,276,737.00, for construction management services for the Marsh Creek Road Bridges Replacement Project, and to extend the term through December 31, 2025, Clayton and Brentwood areas.(County Project No. 0662-6R4083) (Federal Project No. BRLS-5928(125)).

FISCAL IMPACT:
Work performed under this contract will be funded by 79% Highway Bridge Program Grant Funds, 20% Local Road Funds, and 1% East County Area of Benefit Funds.

BACKGROUND:
The project will construct two new bridges and roadway improvements along Marsh Creek Road over Marsh Creek. Existing Bridge #28C-0143, with nearest address 16711 Marsh Creek Road in the Clayton area, will be replaced with new Bridge #28C-0519. Existing Bridge #28C-0145, approximately 0.2 miles west of the intersection of Camino Diablo in the Brentwood area, will be replaced with new Bridge #28C-0520. The existing bridges will be demolished and the new bridges will meet current design standards. Roadway approaches will be reconstructed, up to approxinately 1,000 ft away from the bridge, including drainage and traffic improvements.

KCM Engineering, Inc., dba Knight CM Group, was selected to provide construction management services for the project after completing a request for proposal solicitation and technical proposal process. Public Works has successfully negotiated with KCM Engineering, Inc., dba Knight CM Group, to provide the construction management services.

On July 26, 2022, the Board of Supervisors approved an initial contract with KCM Engineering, Inc., dba Knight CM Group, in the amount of $1,554,737 for construction management services for the Public Works Department. This amendment increases the payment limit and extends the contract term which is necessary for continuation of construction management services.

Government Code Section 31000 and 4525 authorizes the County to contract for services including the type of construction management that KCM Engineering, Inc. dba Knight CM Group, provides.

CONSEQUENCE OF NEGATIVE ACTION:
Without Board of Supervisors' approval, this Consulting Services Agreement will not be in effect. A delay in construction of the Project will occur, ultimately delaying the completion of the Project. Project delay may also result in substantial additional project costs and jeopardize the funding.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2356 **Agenda Date:** 8/6/2024 **Agenda #:** C.76.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Agreement between Contra Costa County and the City of Walnut Creek for the San Miguel Drive Pedestrian Path Project, Walnut Creek area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Joint Exercise of Powers Agreement (Agreement) between Contra Costa County and the City of Walnut Creek (City) for the design and construction of the San Miguel Drive Pedestrian Path Project (Project No. 0662-6R4174), Walnut Creek area. (District IV)

FISCAL IMPACT:
8% Transportation Development Act (State) Funds, 55% City of Walnut Creek Funds, 37% Central County Area of Benefit Funds

BACKGROUND:
The San Miguel Drive Pedestrian Path Project is a joint project with the City that consists of constructing an all-weather, Americans with Disabilities Act (ADA) compliant pedestrian path on the south side of San Miguel Drive from Newell Avenue to Blackwood Drive. The scope of work includes two primary components: (1) an asphalt pathway and berm within unincorporated County from Blackwood Drive to Adeline Drive; and (2) concrete sidewalk, curb, and gutter within the City from Newell Avenue to Blackwood Drive. In addition, the project scope includes installation of storm drain lines within the City from Andrea Drive to Blackwood Drive.

San Miguel Drive currently has two travel lanes with narrow shoulders and horizontal curves and are absent pedestrian pathways, resulting in pedestrians walking close to or within the travel lane. In the summer of 2022, County staff issued a survey to the Walnut Heights community to determine which of two multi-modal projects should be prioritized in the community - the other being a path along Mountain View Boulevard - and this project was selected as the one to move forward for implementation. The survey responses revealed that this project is supported by both pedestrians and drivers and that safety for walking is a resounding concern due to the speeding cars around the curves in the road.

The purpose of this Agreement is to set forth the parties' financial and project responsibilities pertaining to design, environmental clearance, right of way acquisition, and construction of the roadway improvements. The City of Walnut Creek will contribute a maximum of $125,000 towards design engineering and real estate costs. The Agreement is structured to allow design activities to commence, including right of way activities, with the

construction phase only to begin by written agreement of both parties' authorized representatives.

A previous version of the Agreement was approved by the Board of Supervisors on December 12, 2023, but the City of Walnut Creek requested additional changes to the Agreement language related to insurance and termination provisions. The revised Agreement has been approved as to form by the City of Walnut Creek's legal counsel and County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Public Works Department is not authorized to execute the Joint Exercise Powers Agreement, the design and construction of the project will be delayed and funding will not be available for improvements within the City's portion of the project.

c: Warren Lai, Public Works Director
Steve Kowalewski, Chief Deputy Public Works Director
Jerry Fahy, Transportation Engineering

JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND THE CITY OF WALNUT CREEK
FOR THE SAN MIGUEL DRIVE PEDESTRIAN PATH PROJECT

This JOINT EXERCISE OF POWERS AGREEMENT ("AGREEMENT"), dated as of the ___ day of _____, 2024 ("EFFECTIVE DATE"), is entered into by Contra Costa County, a political subdivision of the State of California ("COUNTY"), and the City of Walnut Creek, California, a municipal corporation ("CITY"). COUNTY and CITY are sometimes referred to herein together as the "PARTIES," and each as a "PARTY."

RECITALS

A. The San Miguel Drive Pedestrian Path Project (the "PROJECT") is a project to realign and improve San Miguel Drive from the Newell Avenue/El Mirador intersection to Blackwood Drive within the City of Walnut Creek and from Blackwood Drive to Adeline Drive in unincorporated Contra Costa, shown in Exhibit A, attached hereto and incorporated herein by reference. The PROJECT is located entirely within unincorporated Contra Costa County and incorporated City of Walnut Creek.

B. COUNTY adopted Ordinance No. 2021-37 on November 9, 2021, reestablishing the Central County Area of Benefit (AOB) and revising transportation mitigation fees for transportation improvements needed to mitigate impacts of new development in the AOB boundary. The PROJECT is identified on the Central County AOB project list, and sufficient funding has been secured to construct the PROJECT.

C. COUNTY and CITY intend to define herein the understanding by which COUNTY and CITY are to implement the PROJECT phases described herein. This AGREEMENT describes how the PARTIES will exercise powers common to them within their respective jurisdictions to complete PROJECT-related preliminary design, detailed design, preliminary engineering, environmental clearance and any necessary right of way acquisition. As further described in this AGREEMENT, the PARTIES intend for PROJECT construction to occur after the PARTIES mutually agree to proceed to that PROJECT phase, following any required environmental review under the California Environmental Quality Act ("CEQA").

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. PURPOSE. This AGREEMENT is entered into pursuant to Government Code section 6500, *et seq*., Code of Civil Procedure section 1240.140, Streets and Highways Code sections 943 and 1810, and other applicable laws, to provide for the PARTIES' exercise of their shared powers for the purpose of completing the PROJECT within their respective jurisdictions. This AGREEMENT sets forth the PARTIES' obligations to complete activities and pay costs

related to PROJECT-related design, environmental documentation and permitting, any necessary right of way acquisition, and construction within their jurisdictions. The estimated PROJECT costs, and approximate allocation of those costs between the PARTIES, are shown in Exhibit B attached hereto and incorporated herein by reference.

2. TERM; EXPIRATION. The term of this AGREEMENT begins on the EFFECTIVE DATE, and it expires upon the CITY's acceptance of the PROJECT as complete under Section 7, unless this AGREEMENT is terminated earlier in accordance with Section 3(g) or Section 12.

3. PRELIMINARY AND FINAL ENGINEERING; ENVIRONMENTAL REVIEW.

   a. County's Obligations. COUNTY shall complete PROJECT preliminary and final design engineering, environmental processing and review, and right-of-way engineering.

   b. CEQA. COUNTY shall act as the lead agency for the PROJECT for purposes of the California Environmental Quality Act ("CEQA"), and it shall complete all appropriate environmental review under CEQA, as determined by COUNTY, prior to advertising for bids for the PROJECT. CITY shall determine whether it meets the requirements of a responsible agency under CEQA, and, if such requirements are met, CITY shall appropriately participate during PROJECT CEQA environmental review in the capacity of a CEQA responsible agency.

   c. Project PS&E. COUNTY shall submit to CITY for review 35%, 65%, and 95% plans, specifications, and estimates (each "PS&E"). CITY shall review and comment on each COUNTY submittal within thirty (30) days of receipt of the submittal from the COUNTY.

   d. Compliance with City Standards. For that portion of the PROJECT within CITY's jurisdiction, COUNTY shall perform all engineering and design work to the satisfaction of CITY, in accordance with CITY standards and requirements, and in accordance with all applicable State of California, Department of Transportation standard plans and specifications. CITY shall have approval authority over the PROJECT PS&E for that portion of the PROJECT within the CITY's jurisdiction.

   e. Discretionary Approvals. Neither COUNTY nor CITY will make any discretionary decision with respect to any portion of the PROJECT until after COUNTY's and CITY's respective legislative bodies have approved the PROJECT environmental document(s). COUNTY shall not solicit bids for PROJECT construction until after COUNTY's and CITY's legislative bodies approve the PROJECT PS&Es under Section 3(f).

   f. Approval of Final PS&Es. Before PROJECT construction begins: the final PS&E for the portion of the PROJECT in COUNTY's jurisdiction shall be approved by either COUNTY's Board of Supervisors, or by a COUNTY employee who is authorized to exercise discretionary authority to give such approval in conformity with COUNTY standards, as determined by COUNTY in its sole discretion; and the final PS&E for the portion of the PROJECT in CITY's jurisdiction shall be approved by either CITY's City Council, or by a CITY employee who is authorized to exercise discretionary authority to

give such authority in conformity with CITY standards, as determined by CITY in its sole discretion.

g. City's Ability to Terminate Before Right of Way Acquisition Begins. If, at any time before COUNTY commences any PROJECT Right of Way Activities (defined in Section 4(a), below), CITY determines that it does not have sufficient financial resources to proceed with the PROJECT, CITY may terminate this AGREEMENT by providing written notice to COUNTY. Otherwise, this AGREEMENT may only be terminated under Section 12 (Termination).

4. RIGHT-OF-WAY ACTIVITIES.

a. Designation of Party to Perform Right of Way Activities. Pursuant to Code of Civil Procedure section 1240.140, COUNTY is hereby designated as the PARTY to acquire all property and property interests required for the PROJECT within the PARTIES' jurisdictions, by eminent domain or otherwise, by and through the COUNTY's Board of Supervisors, COUNTY officials and departments, and COUNTY's attorneys, including outside counsel (collectively, "Right of Way Activities").

i. COUNTY shall perform all Right of Way Activities for the PROJECT, which may include but may not be limited to acquisition of right of way, slope easements, utility easement, license agreements, temporary construction easements, right of entry permits, storm drainage easements, drainage releases, relinquishment of abutter's rights, and floating easements for maintenance.

ii. COUNTY's Board of Supervisors may consider adopting a resolution of necessity in accordance with all applicable legal requirements. COUNTY's Board of Supervisors will exercise its independent discretion in determining whether to adopt any resolution of necessity. Nothing in the AGREEMENT commits the Board of Supervisors to adopting any resolution of necessity.

iii. COUNTY shall be the PARTY responsible for conducting all public hearings to the end of adopting a resolution of necessity, and for taking all steps necessary to pursue to conclusion eminent domain proceedings as may be necessary to obtain property and property interests for or relating to the PROJECT, and, in connection therewith, for entering into any and all contracts to obtain performance of all legal (including outside counsel), engineering, appraisal, right-of-way, relocation assistance, expert valuation, and related services (also, collectively, "Right of Way Activities").

b. City's Acceptance of Project Right of Way. Within ninety (90) days after COUNTY acquires any property or property interests required for the portion of the PROJECT within CITY's jurisdiction, COUNTY shall transfer to CITY, and CITY shall accept from COUNTY, title to said property or property interests.

c. Survival. The obligations in this Section 4 shall survive the expiration or termination of

this AGREEMENT.

5. PROJECT CONSTRUCTION. The PARTIES agree that COUNTY will not advertise the PROJECT to solicit bids until after both PARTIES' authorized representatives mutually agree in writing to proceed to PROJECT bidding ("Notice to Proceed to Bid"). Each PARTY shall require its authorized representative to not unreasonably withhold agreement to proceed to PROJECT bidding. Upon the execution of the Notice to Proceed to Bid by both PARTIES, the PARTIES' obligations under Section 5 become effective, as further described in this section.

   a. County as Lead for Construction. COUNTY shall act as lead agency for the PROJECT for construction purposes, and it shall be responsible for the overall management, advertisement, and PROJECT construction contract ("PROJECT Construction Contract") award. COUNTY shall be responsible for all PROJECT-related contract administration for construction-related activities within the jurisdictional boundaries of the COUNTY and CITY, and for ensuring that the PROJECT is constructed in compliance with all applicable local, state, and federal laws applicable to COUNTY and CITY, including without limitation the applicable provisions of the California Public Contract Code and the California Labor Code.

   b. Parties' Review of Bids and Financial Impacts. Within five (5) days after the PROJECT Construction Contract bid submission deadline, and before COUNTY considers awarding a PROJECT Construction Contract to the lowest responsible bidder, COUNTY will notify CITY regarding the amount of the bid from the apparent lowest responsive and responsible bidder and the anticipated amount of the CITY CONSTRUCTION COSTS that CITY would be required to pay under this AGREEMENT. If, within ten (10) days after receiving that information, CITY's authorized representative reasonably determines that CITY does not have sufficient available financial resources to fund the remaining CITY PRE-CONSTRUCTION COSTS and the CITY CONSTRUCTION COSTS, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Sections 6(a) and 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period in which CITY will reimburse COUNTY for the difference between (a) the amount of remaining CITY PRE-CONSTRUCTION COSTS, plus the CITY CONSTRUCTION COSTS that the CITY is required to pay under this AGREEMENT, minus (b) CITY's then available financial resources for remaining CITY PRE-CONSTRUCTION COSTS and CITY CONSTRUCTION COSTS. Nothing in this AGREEMENT requires COUNTY's Board of Supervisors to exercise its discretion in any particular way in response to, or after considering, PROJECT Construction Contract bids that COUNTY receives; and COUNTY reserves the right for its Board of Supervisors to award a contract to the lowest responsive and responsible bidder, as determined by COUNTY, or to reject all bids received, or to take any other discretionary action authorized by law.

   c. Issuance of City Encroachment Permit. Upon request by COUNTY or its contractor, CITY shall issue an encroachment permit to COUNTY's contractor for all improvements constructed under the PROJECT within the jurisdictional boundaries of the CITY, at no

fee to COUNTY or its contractor.

d. City as Additional Insured. COUNTY shall require the PROJECT construction contractor to maintain, at a minimum, the policies of insurance, at the specified limits, set forth in Exhibit C, attached hereto. COUNTY shall require its PROJECT contractor to name the CITY, its elected officials, officers, directors, employees, agents, and representatives as additional insureds under each insurance policy. Following construction contract award and before construction of the PROJECT begins, the COUNTY shall provide the CITY, or the COUNTY shall require the PROJECT construction contractor to provide the CITY, a certificate of insurance that meets the requirements of this section.

e. City as Additional Indemnitee. COUNTY shall require its PROJECT construction contractor to indemnify, defend, and hold harmless CITY to the same extent that the contractor is required to indemnify, defend, and hold harmless COUNTY.

f. Bonds. COUNTY shall require its PROJECT contractor to obtain payment and performance bonds that name both COUNTY and CITY as obligees under the bonds.

g. Warranty. COUNTY shall require its PROJECT contractor to guarantee to COUNTY and CITY, for a period of one (1) year following acceptance of the PROJECT by COUNTY under Section 7, that the PROJECT is constructed in accordance with the final and as-built PROJECT PS&E, is and will be free from defects, and will perform satisfactorily in accordance with COUNTY and CITY standards and requirements.

h. Qualified Representatives. Each of COUNTY and CITY shall designate representatives for all construction-related communications between COUNTY and CITY during the PROJECT construction phase. For PROJECT features within CITY's jurisdiction, CITY may elect to authorize its qualified representative to have authority to accept or reject work or materials, or to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the CITY's encroachment permit. CITY's representative shall have no direct contact with COUNTY's contractor without COUNTY's permission, and CITY's representative shall make all comments and recommendations to the COUNTY's representative.

i. Project Change Orders. COUNTY shall administer all PROJECT change orders. For any PROJECT change order affecting portions of the PROJECT within CITY's jurisdiction, COUNTY's authorized representative will provide CITY's authorized representative a copy of the proposed change order; and CITY's authorized representative shall respond to the proposed change order within five (5) days after receiving the proposed change order from COUNTY. CITY shall require its authorized representative to not unreasonably withhold approval of any PROJECT change order affecting portions of the PROJECT within CITY's jurisdiction.

j. Unanticipated Physical Conditions. Notwithstanding Section 5(i), if PROJECT changes in CITY's jurisdiction are required due to unanticipated physical conditions of property required for the PROJECT, and if those PROJECT changes would cause the CITY

CONSTRUCTION COSTS to exceed the amount in Exhibit B, the PARTIES' authorized representatives shall meet and confer regarding proposed PROJECT changes within five (5) days after COUNTY notifies CITY about those PROJECT changes. If CITY's authorized representative reasonably determines that CITY does not have sufficient available financial resources to fund the increased costs associated with the proposed PROJECT changes, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Section 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period under which CITY will reimburse COUNTY for the increased costs attributable to the proposed PROJECT changes.

k. Disputes with the Project Contractor. In the event of a dispute between COUNTY and the COUNTY's PROJECT construction contractor that could increase the CITY CONSTRUCTION COSTS beyond those listed in Exhibit B, or that could expose CITY to other financial liability not included in Exhibit B, the PARTIES authorized representatives shall negotiate in good faith in an effort to resolve the dispute to their reasonable satisfaction.

6. FINANCIAL RESPONSIBILITY, INVOICING, AND PAYMENT.

a. Pre-Construction Costs. CITY shall pay COUNTY the actual costs for all pre-construction activities for that portion of the PROJECT within CITY's jurisdiction (collectively "CITY PRE-CONSTRUCTION COSTS"), provided that the CITY's PRE-CONSTRUCTION COSTS shall not exceed the lesser amount of either twenty-five percent (25%) of the CITY CONSTRUCTION COSTS defined in Section 6(b) or $125,000.00. CITY PRE-CONSTRUCTION COSTS include all of preliminary and final engineering, including work to obtain environmental clearance and permits, and all Right of Way Activities, as applicable. CITY PRE-CONSTRUCTION COSTS excludes direct costs associated with right-of-way acquisition such as the direct cost of temporary construction easements, permanent easements, etc. Right-of-way acquisition direct costs within the CITY's jurisdiction shall be paid by the CITY. The CITY PRE-CONSTRUCTION COSTS are estimated and shown in Exhibit B, attached hereto (currently, line items for the "PE Phase" and "R/W Phase" excluding direct costs associated with right-of-way acquisition).

b. Construction Costs. CITY shall pay COUNTY the actual costs to construct and administer the construction of that portion of the PROJECT in CITY's jurisdiction ("CITY CONSTRUCTION COSTS"). The CITY CONSTRUCTION COSTS are estimated and shown in Exhibit B (currently, line items for the "CON Phase"). Immediately after COUNTY's award of the PROJECT Construction Contract, the PARTIES agree to replace Exhibit B with a new Exhibit B, in accordance with Section 6(d).

c. Invoicing and Payment. COUNTY shall invoice CITY after the following events for all costs incurred by COUNTY: (a) approval of Final PS&Es as specified in Section 3(f); and (b) completion and acceptance as specified in Section 7. CITY shall pay the amount stated on an invoice within forty-five (45) days after receiving the invoice from COUNTY.

d. Updating Exhibit B. As of the EFFECTIVE DATE, Exhibit B includes the estimated cost

of the PROJECT for both PARTIES. This amount represents the anticipated cost for budgeting purposes, but the amount may not represent the actual cost to complete the PROJECT. The PARTIES' authorized representatives may agree to replace Exhibit B with a new Exhibit B whenever they deem necessary to update the PROJECT scope of work, cost estimates, and cost allocation shown in Exhibit B. The PARTIES agree that Exhibit B shall be replaced following the award of a PROJECT Construction Contract and after each PROJECT change order. Each new Exhibit B must be signed by authorized representatives of both PARTIES, which shall cause it to be incorporated into this AGREEMENT. The PARTIES acknowledge that a new Exhibit B may include new line items in addition to those referenced in Sections 6(a) and 6(b).

e. Survival. The obligations in this Section 6 shall survive the expiration or termination of this AGREEMENT.

7. COMPLETION & ACCEPTANCE. Upon completion of PROJECT construction, as determined by COUNTY, CITY and COUNTY representatives shall conduct a joint final inspection of the PROJECT prior to acceptance of improvements as complete. Following the joint final inspection COUNTY's Board of Supervisors shall consider accepting the PROJECT as complete. Within thirty (30) days after COUNTY accepts the PROJECT as complete, CITY's City Council shall consider accepting the portions of the PROJECT in the CITY as complete, which acceptance shall not be unreasonably withheld. After COUNTY accepts the PROJECT as complete, COUNTY shall provide CITY copies of all as-built drawings for the PROJECT improvements.

8. RELEASE OF WARRANTY. Prior to expiration of the one-year warranty period for the contractor's warranty referenced in Section 5(h), COUNTY's and CITY's authorized representatives shall conduct a joint inspection of the PROJECT. The purpose of this joint inspection is to determine whether the PROJECT has performed during the one-year warranty period to COUNTY's and CITY's satisfaction. After this joint final inspection, CITY shall provide COUNTY written concurrence for a release of the warranty bond for the PROJECT, which concurrence shall not unreasonably be withheld. Upon receipt of CITY's written concurrence, COUNTY may release the warranty bond for the PROJECT. The obligations in this Section 8 shall survive the expiration of this AGREEMENT.

9. OWNERSHIP AND MAINTENANCE; INDEMNITY.

a. County's Obligations. After COUNTY accepts the PROJECT as complete under Section 7, COUNTY shall own and maintain the portion of the PROJECT located in COUNTY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless CITY, its governing body, officers, agents, and employees, from and against all claims, demands, suits, costs, expenses and liability for any damages, injury, sickness, or death ("Liabilities") arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in COUNTY's jurisdictional boundaries.

b. City's Obligations. After CITY accepts the PROJECT as complete under Section 7, CITY shall own and maintain the portion of the PROJECT located in CITY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless COUNTY, its governing body, officers, agents, and employees, from and against all Liabilities arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the CITY's jurisdictional boundaries.

c. Survival. The obligations in this Section 9 are in addition to the obligations in Section 10. If there is any conflict between a PARTY's obligations in this Section 9 and the PARTY's obligations in Section 10, the conflicting obligation in this Section 9 shall prevail and govern. The obligations in this Section 9 shall survive the expiration or termination of this AGREEMENT.

10. HOLD HARMLESS.

a. Standard of Care. Nothing in this AGREEMENT is intended to affect the legal liability of any PARTY by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

b. City's Obligations. CITY shall defend, indemnify, and hold harmless COUNTY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of CITY's performance of its obligations under this AGREEMENT.

c. County's Obligations. COUNTY shall defend, indemnify, and hold harmless CITY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of COUNTY's performance of its obligations under this AGREEMENT.

d. Survival. The obligations of this Section 10 shall survive the termination or expiration of this AGREEMENT. If there is any conflict between a PARTY's obligations in this Section 10 and the PARTY's obligations in Section 9, the conflicting obligation in Section 9 shall prevail and govern.

11. MODIFICATION. This AGREEMENT may not be modified or amended except in a writing signed by all PARTIES hereto. However, the PARTIES' authorized representatives may modify this AGREEMENT by updating Exhibit B, as described in and pursuant to Section 6(d).

12. TERMINATION.

a. Termination for Cause. If either PARTY reasonably determines that the other PARTY (a) is unable to fulfill the terms of the AGREEMENT, (b) is violating or has violated any laws pertaining to the AGREEMENT or PROJECT, or (c) has failed to cooperate with the other PARTY in accordance with the terms of the AGREEMENT, the aggrieved PARTY shall

give the other PARTY written notice specifying the reasons for that determination. Within 10 days thereafter, each PARTY's designated representative shall meet and cooperate in good faith to attempt to resolve the issue or issues specified in the notice. If the issue or issues cannot be resolved to the reasonable satisfaction of both PARTIES, the aggrieved PARTY may terminate this AGREEMENT immediately upon written notice to the other PARTY.

b. Termination upon Mutual Agreement. Except to the extent this AGREEMENT provides otherwise, the PARTIES may terminate this AGREEMENT by mutual written agreement.

c. City's Obligations. If this AGREEMENT is terminated, CITY shall pay COUNTY for costs incurred in connection with the PROJECT up to the date of termination, in accordance with Section 6.

13. NO THIRD-PARTY BENEFICIARIES. Nothing in this AGREEMENT, express or implied, is intended to confer on any person, other than the PARTIES and their successors and assigns, any rights or remedies by reason of this AGREEMENT.

14. AGREEMENT CONSTRUCTION. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but, rather, as if all PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.

15. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding of the PARTIES relating to the subject matter of this AGREEMENT. No promise, representation, warranty or covenant not included in this AGREEMENT has been or is relied upon by any PARTY.

16. COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this AGREEMENT will not become effective until counterparts have been executed by both PARTIES. Faxed signatures on this AGREEMENT or any notice, consent, or amendment required under this AGREEMENT are binding.

17. NOTICES. All correspondence regarding this AGREEMENT, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one PARTY to the other:

COUNTY: CITY:

Brian Balbas, Public Works Director	Heather Ballenger, Public Works Director
255 Glacier Drive	1666 North Main Street
Martinez, CA 94553-4825	Walnut Creek, CA 94956
Fax: (925) 313-2333	Fax: (925) XXX-XXXX

or to such other addresses as the COUNTY and CITY may respectively designate by written notice to the other PARTY. Notice shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail.

18. GOVERNING LAW. This AGREEMENT will be governed and construed in accordance with California law.

19. WAIVER. A waiver or breach of any covenant or provision in this AGREEMENT will not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver will be valid unless in writing and executed by the waiving PARTY.

20. SEVERABILITY. If any term or provision of this AGREEMENT is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, this AGREEMENT shall be construed as not containing that term, and the remainder of this AGREEMENT shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the PARTIES' intent under this AGREEMENT.

21. ASSIGNMENT AND DELEGATION. This AGREEMENT, and any portion hereof, shall not be assigned or transferred, nor shall all or any part of a PARTY's duties be delegated, without the written consent of the other PARTY. Any attempt to assign or delegate this AGREEMENT or any part hereof without the prior written consent of the other PARTY shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.

22. FURTHER ASSURANCES. Whenever requested to do so by the other PARTY, each PARTY will execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all obligations, conveyances, transfers, and assignments under this AGREEMENT, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this AGREEMENT.

23. COUNTERPARTS. This AGREEMENT may be executed in counterparts that, together, constitute one and the same instrument.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the PARTIES have each executed this AGREEMENT as of the EFFECTIVE DATE.

CONTRA COSTA COUNTY:

By:_____
Warren Lai
Public Works Director

CITY OF WALNUT CREEK:

By:_____
Dan Buckshi
City Manager

APPROVED AS TO FORM:
Thomas L. Geiger
County Counsel

By:_____
County Counsel

APPROVED AS TO FORM:

By:_____
City Attorney

Exhibit A

NOTES:

1. Sidewalk within City of Walnut Creek shall conform to City Standard Plans CC-1 to CC-9.
2. Drainage has not been finalized.
3. Utility poles will typically have an AC dike or 6" curb, 10' before and after the pole, when possible.
4. Obstructions may need to be relocated.
5. Conform pathway to existing driveways.
6. Curb ramps are Type C unless otherwise noted. Proposed curb ramp cases may change upon further design and as dictated by site conditions.

LEGEND

- Concrete Sidewalk
- Asphalt at Grade
- Asphalt Berm
- Detectable Warning Surface
- Proposed / Existing Storm Drain
- City Limits
- Potential Obstruction
- Tree Within Project

SAN MIGUEL DR

NEWELL AVE

Project Begin

Install Case A ramp

14' Existing Travel Lane

SAN MIGUEL DR

Modify or relocate drainage inlet

Match Line Sheet 2

Modify existing ramp to Case C

Relocate stop bar behind path of travel and centerline dots as needed

EL MIRADOR

Modify or relocate drainage inlet

Install Case A ramp

Raise manhole, locate out of curb ramp

ANDREA DR

Fire hydrant

N

Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 PH: (925) 313-2000 FAX: (925) 313-2333	**CONCEPTUAL PLAN**	**DRAWN BY: JL**	**DATE: 09/12/2023**	**SCALE: 1" = 15'**
	SAN MIGUEL DRIVE PEDESTRIAN PATH	**CHECKED BY: JS**	**SHEET: 1 OF 5**	
	NEWELL AVENUE TO ADELINE DRIVE	**CAD FILE: SAN MIGUEL DRIVE PED PATH**		

File Path G:\transeng\Projects\San Miguel Drive Pedestrian Path\10- CAD\7 - Layout (v4_2023-09-13).dwg Plot Date:9/13/2023 11:22:23 AM

877

Exhibit A

MEADOW CREEK CT

SAN MIGUEL DR

12' Existing Travel Lane

5' Typ.

Retaining walls

SANTA RITA DR

Match Line
Sheet 3

Match Line
Sheet 1

Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 PH: (925) 313-2000 FAX: (925) 313-2333	**CONCEPTUAL PLAN**	**DRAWN BY: JL**	**DATE: 09/12/2023**	**SCALE: 1" = 15'**
	SAN MIGUEL DRIVE PEDESTRIAN PATH	**CHECKED BY: JS**	**SHEET: 2 OF 5**	
	NEWELL AVENUE TO ADELINE DRIVE	**CAD FILE: SAN MIGUEL DRIVE PED PATH**		

File Path: G:\transeng\Projects\San Miguel Drive Pedestrian Path\10- CAD\7 - Layout (v4, 2023-09-13).dwg Plot Date:9/13/2023 11:25:06 AM

878

Exhibit A

Match Line / Sheet 2

Mailbox

12' Existing Travel Lane

SAN MIGUEL DR

5' Typ.

Stripe crosswalk

Relocate drainage inlet

11' Existing Travel Lane

Edge of pavement

Match Line / Sheet 4

5' Typ.

Utility pole

Inground utility boxes

Relocate stop bar behind path of travel

CITY OF WALNUT CREEK / COUNTY OF CONTRA COSTA

Edge of pavement

BLACKWOOD DR

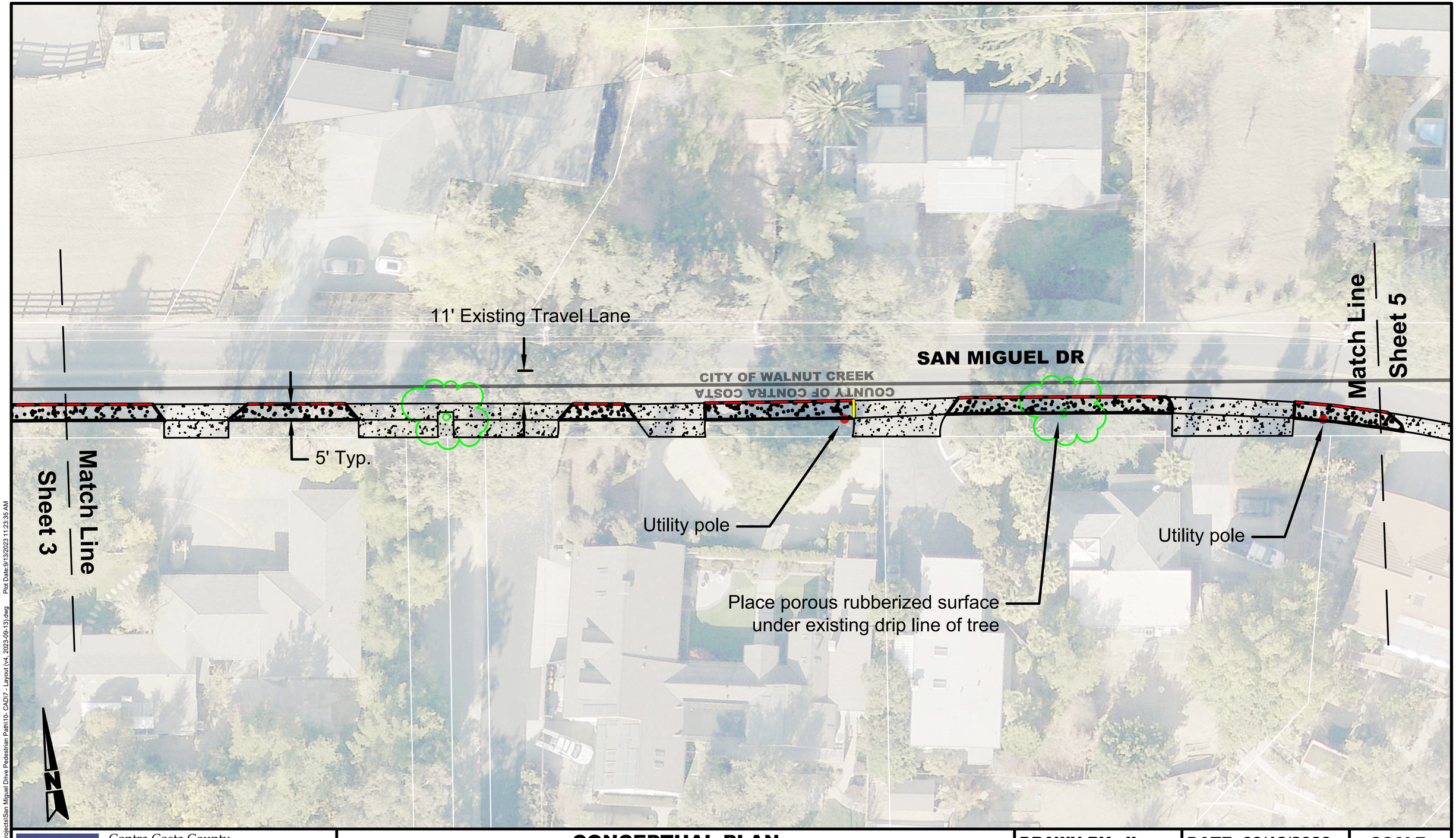
N

Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 PH: (925) 313-2000 FAX: (925) 313-2333	**CONCEPTUAL PLAN**	**DRAWN BY: JL**	**DATE: 09/12/2023**	**SCALE: 1" = 15'**
	SAN MIGUEL DRIVE PEDESTRIAN PATH	**CHECKED BY: JS**	**SHEET: 3 OF 5**	
	NEWELL AVENUE TO ADELINE DRIVE	**CAD FILE: SAN MIGUEL DRIVE PED PATH**		

File Path G:\transeng\Projects\San Miguel Drive Pedestrian Path\10- CAD\7 - Layout (v4, 2023-09-13).dwg Plot Date:9/13/2023 11:26:18 AM

879

Exhibit A

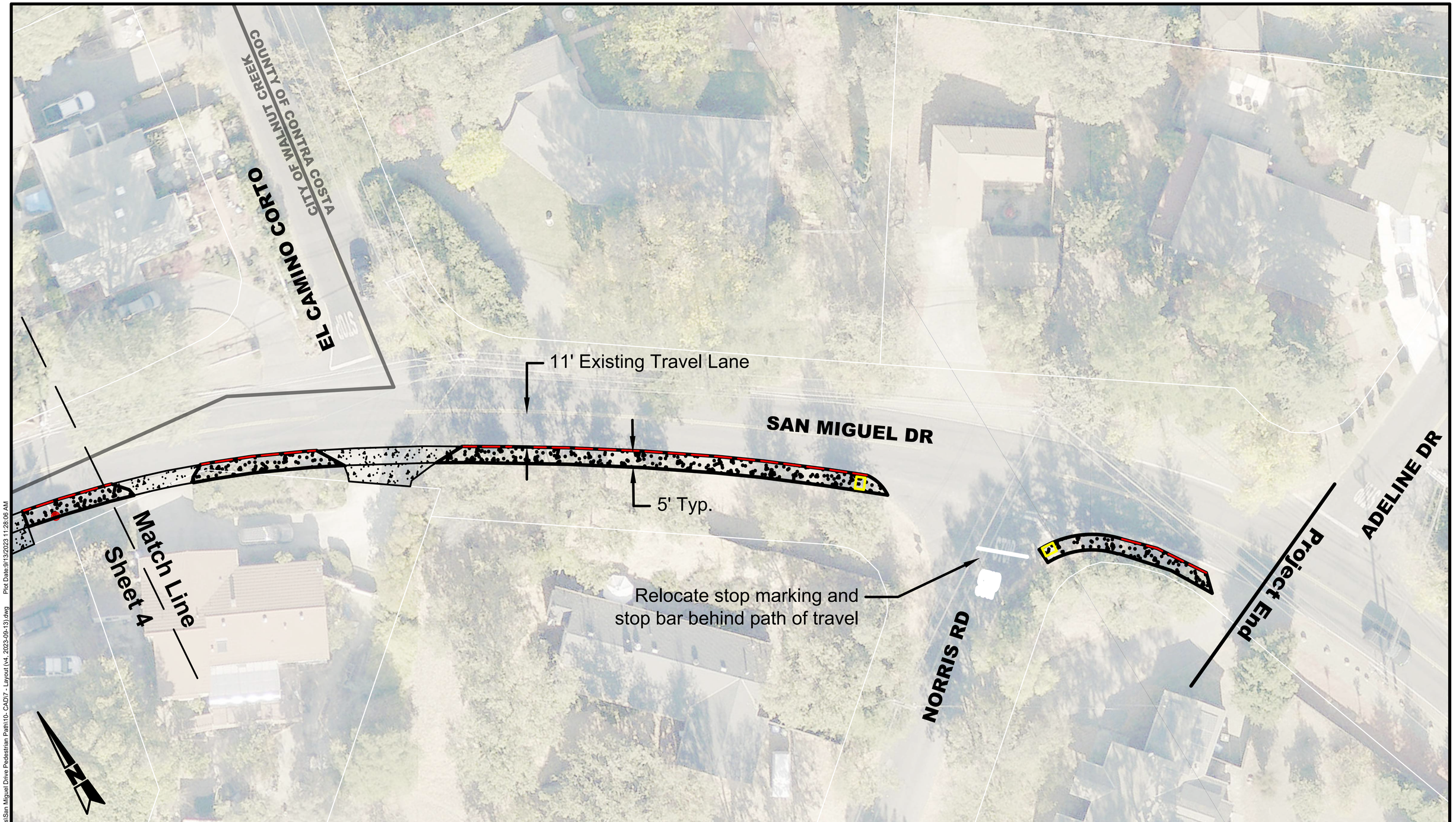


Contra Costa County
Public Works Department
255 Glacier Drive Martinez, CA 94553
PH: (925) 313-2000 FAX: (925) 313-2333

CONCEPTUAL PLAN	**DRAWN BY: JL**	**DATE: 09/12/2023**	**SCALE: 1" = 15'**
SAN MIGUEL DRIVE PEDESTRIAN PATH	**CHECKED BY: JS**	**SHEET: 4 OF 5**	
NEWELL AVENUE TO ADELINE DRIVE	**CAD FILE: SAN MIGUEL DRIVE PED PATH**		

File Path G:\transeng\Projects\San Miguel Drive Pedestrian Path\10- CAD\7 - Layout (v4, 2023-09-13).dwg Plot Date:9/13/2023 11:23:35 AM

Exhibit A



Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 PH: (925) 313-2000 FAX: (925) 313-2333	**CONCEPTUAL PLAN**	**DRAWN BY: JL**	**DATE: 09/12/2023**	**SCALE: 1" = 15'**
	SAN MIGUEL DRIVE PEDESTRIAN PATH	**CHECKED BY: JS**	**SHEET: 5 OF 5**	
	NEWELL AVENUE TO ADELINE DRIVE	**CAD FILE: SAN MIGUEL DRIVE PED PATH**		

File Path G:\transeng\Projects\San Miguel Drive Pedestrian Path\10- CAD\7 - Layout (v4, 2023-09-13).dwg Plot Date:9/13/2023 11:28:06 AM

881

Exhibit B

Transportation Engineering | **Planning Cost Estimate**

Contra Costa County Public Works Department

WO4174

Project Name: San Miguel Drive Pedestrian Pathway

Description: Construct an ADA-compliant pedestrian pathway in two segments: (1) asphalt with berm, and (2) concrete sidewalk with curb and gutter.

Location: San Miguel Drive from Newell Avenue to Adeline Drive

Assumptions: R = 5, TI = 6.5

Length (LF): 2100

Prepared by: Joe Smithonic

Date of Estimate: 1/23/2023

Revision No.:

Revision Date:

Revised by:

No.	Bid Code	Description	Unit	Quantity	Unit Cost (2023)	Total (2023)	Escalated Unit Costs (2026)	Escalated Total (2026)
1	070030	Lead Compliance Plan	LS	1	$ 2,000.00	$ 2,000	$ 2,336.00	$ 2,336
2	120090	Construction Area Signs	LS	1	$ 10,000.00	$ 10,000	$ 11,680.00	$ 11,680
3	120100	Traffic Control System	LS	1	$ 50,000.00	$ 50,000	$ 58,401.00	$ 58,401
4	130200	Prepare Water Pollution Control Program	LS	1	$ 1,000.00	$ 1,000	$ 1,168.00	$ 1,168
5	130200	Water Pollution Control	LS	1	$ 5,000.00	$ 5,000	$ 5,840.00	$ 5,840
6	999990	Mobilization	LS	1	$ 75,000.00	$ 75,000	$ 87,601.50	$ 87,602
City of Walnut Creek: Newell Avenue to Blackwood Drive								
7	260202	Class 2 Aggregate Base (TON)	TON	160	$ 200.00	$ 32,000	$ 233.50	$ 37,360
8	390132	Hot Mix Asphalt (Type A)	TON	60	$ 350.00	$ 21,000	$ 409.00	$ 24,540
9	731504	Minor Concrete (Curb and Gutter)	LF	640	$ 200.00	$ 128,000	$ 233.50	$ 149,440
10	731510	Minor Concrete (Sidewalk)	SF	4300	$ 30.00	$ 129,000	$ 35.00	$ 150,500
11	731510	Minor Concrete (Driveway)	CY	12	$ 900.00	$ 10,800	$ 1,051.00	$ 12,612
12	846035	Remove Traffic Stripe and Pavement Markings	LS	1	$ 2,000.00	$ 2,000	$ 2,336.00	$ 2,336
13	707106	Minor Concrete (Type G Inlet)	EA	3	$ 8,500.00	$ 25,500	$ 9,928.00	$ 29,784
14	707106	Minor Concrete (Type J Inlet)	EA	1	$ 7,000.00	$ 7,000	$ 8,176.00	$ 8,176
15	650012	15" Reinforced Concrete Pipe	LF	600	$ 200.00	$ 120,000	$ 233.50	$ 140,100
16	840519	Thermoplastic Pavement Marking - Stop Line/Crosswalk (12")	SF	30	$ 20.00	$ 600	$ 23.50	$ 705
17	730070	Detectable Warning Surfaces	SF	96	$ 80.00	$ 7,680	$ 93.50	$ 8,976
Contra Costa County: Blackwood Drive to Adeline Drive								
18	260202	Class 2 Aggregate Base (TON)	TON	395	$ 200.00	$ 79,000	$ 233.50	$ 92,233
19	390132	Hot Mix Asphalt (Type A)	TON	200	$ 350.00	$ 70,000	$ 409.00	$ 81,800
20	390401	Hot Mix Asphalt-Open Graded (Open Graded Friction Course)	TON	3	$ 900.00	$ 2,700	$ 1,051.00	$ 3,153
21	394073	Place Hot Mix Asphalt Dike (Type A)	LF	615	$ 40.00	$ 24,600	$ 46.50	$ 28,598
22	731510	Minor Concrete (Driveway)	CY	0	$ 900.00	$ -	$ 1,051.00	$ -
23	846035	Remove Traffic Stripe and Pavement Markings	LS	1	$ 2,000.00	$ 2,000	$ 2,336.00	$ 2,336
24	707106	Minor Concrete (Type J Inlet)	EA	1	$ 7,000.00	$ 7,000	$ 8,176.00	$ 8,176
25	840519	Thermoplastic Pavement Marking - Stop Line/Crosswalk (12")	SF	140	$ 20.00	$ 2,800	$ 23.50	$ 3,290
26	840515	Thermoplastic Pavement Marking - Stop	SF	22	$ 20.00	$ 440	$ 23.50	$ 517
27	730070	Detectable Warning Surfaces	SF	48	$ 80.00	$ 3,840	$ 93.50	$ 4,488
							$ -	$ -

		Current Cost	Escalated Cost
SOFT COSTS			
PE	Preliminary Engineering (TE)	$ 20,000	$ 23,000
PE	Environmental	$ 5,000	$ 6,000
PE	Design Engineering*	$ 215,000	$ 250,000
R/W	Right-of-Way Engineering	$ 15,000	$ 18,000
R/W	Real Estate	$ 5,000	$ 6,000
R/W	Right-of-Way Acquisition	$ 20,000	$ 23,000
CON	Construction Engineering*	$ 123,000	$ 144,000
CON	Environmental Monitoring and Mitigation Fees	$ -	$ -
	SUBTOTAL	$ 403,000	$ 470,000

Contract Cost:	$ 818,960		$ 956,146
Contingency: 10%	$ 81,896		$ 95,615
Total Contract Cost:	$ 900,856		$ 1,051,760
SUBTOTALS			SUBTOTALS (2026)
PE Phase:	$ 240,000		$ 279,000
R/W Phase:	$ 40,000		$ 47,000
CON Phase:	$ 1,023,856		$ 1,195,760
GRAND TOTAL:	$ 1,303,856		$ 1,521,760

ESTIMATE YEAR: 2023

ESCALATION YEAR: 2026

ESCALATION RATE: 16.80%

TOTAL (2026 Dollars) $ 1,522,000

* Design Engineering is minimum 15% of contract items. ($100,000 min.)

* Construction Engineering is minimum 15% of contract items. ($20,000 min.)

Date Printed: 9/5/2023

Exhibit C

INDEP-2

OP ID: BMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
NAME OF INSURANCE BROKER ISSUING CERTIFICATE ADDRESS CITY, STATE ZIP	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: email@insurancebroker.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CONTRACTOR NAME ADDRESS CITY, STATE ZIP	INSURER A : Evanston Insurance Company	35378
	INSURER B : United Financial Casualty Co.	11770
	INSURER C : State Compensation Ins Fund	35076
	INSURER D : Landmark American Ins. Co.	33138
	INSURER E : United States Liability	25895
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		CGL POLICY NO.	12/03/2023	12/03/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		AUTO POLICY NO.	01/11/2024	01/11/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			EXCESS/UMBRELLA POLICY	12/03/2023	12/03/2024	AGGREGATE	$ 2,000,000
	[ ] DED X RETENTION $ 10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A		WC POLICY NO.	01/11/2024	01/11/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			PROF LIABILITY POLICY NO.	01/10/2023	01/10/2024	E&O	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT TITLE.
The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers are named as additional insured per the attached forms, wherein coverage is primary and non-contributory. Waiver of Subrogation is applicable per the attached endorsements. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.
(ANY OTHER ADDITIONAL TERMS LISTED HERE)

CERTIFICATE HOLDER

City of Walnut Creek
ATTN: Public Works Department
1666 North Main Street
Walnut Creek, CA 94596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE HERE

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POLICY NUMBER HERE CGL POLICY NO. LISTED HERE **COMMERCIAL GENERAL LIABILITY**
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **CITY OF WALNUT CREEK, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND VOLUNTEERS** **1666 N. MAIN STREET** **WALNUT CREEK, CA 94596**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: CGL POLICY NO. LISTED HERE

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Walnut Creek Its officials, officers, directors, employees, agents and volunteers	all locations as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: CGL POLICY NO. LISTED HERE

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Exhibit C

Allstate.
You're in good hands.

COMMERCIAL AUTO
AA CW 23 09 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Effective: [redacted]	Countersigned By:
Named Insured: [redacted]	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
CITY OF WALNUT CREEK ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS 1666 N MAIN ST WALNUT CREEK, CA USA 945964609
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is modified by this endorsement, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability insurance otherwise available to the designated person or organization.

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Exhibit C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: [redacted] **Endorsement Number:**

Named Insured and Address: [redacted]

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

City of Walnut Creek, its officers, officials, employees and volunteers
1666 North Main Street
Walnut Creek, CA 94596

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2357 **Agenda Date:** 8/6/2024 **Agenda #:** C.77.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract Amendment with The Watershed Project, Countywide. Project No. 7517-6W7083

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee to execute a contract amendment with The Watershed Project, effective August 6, 2024, to increase the payment limit by $230,000 to a new payment limit of $752,500 and extend the term through October 31, 2025, for on-call technical assistance and support under the current National Pollutant Discharge Elimination System (NPDES) Program.

FISCAL IMPACT:
This project is funded by 100% Stormwater Utility Area Assessment Funds.

BACKGROUND:
The County Watershed Project Program (CWP) is responsible for implementing measures to reduce trash/litter and other pollutants of concern found on local waterways in unincorporated Contra Costa County. As such, CWP requires routine and on-call assistance with coordination and support for implementing the Contra Costa County Green Infrastructure Plan, trash control measures, and public outreach for activities related to provisions C.3, New Development; C.7, Public Outreach; C.10, Trash Control Measures; and C.12, Polychlorinated Biphenyls controls, in order to comply with the Municipal Regional Stormwater NPDES Permit (MRP) from the California Regional Water Quality Control Board, San Francisco Bay Region (Water Board).

CONSEQUENCE OF NEGATIVE ACTION:
Without the approval of this contract by the Board of Supervisors, Contra Costa County will be out of compliance with the MRP from the Water Board.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2358 **Agenda Date:** 8/6/2024 **Agenda #:** C.78.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Reimbursement Agreement with East Bay Regional Park District, Knightsen area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a reimbursement agreement between the County and East Bay Regional Park District (EBRPD) to reimburse them for pumping activities benefitting the Knightsen area in an amount not to exceed $86,789.86 for the 2022-2023 winter and an amount not to exceed $25,000 each year thereafter, using remaining Knightsen Town Community Services District (CSD) funds.

DETERMINE that using remaining CSD funds for this purpose benefits lands, inhabitants, and taxpayers within the territory of the former CSD.

FISCAL IMPACT:
Reimbursement requests may be paid using remaining CSD funds until depleted. No general fund monies are involved. Project No. 7505-6F8228

BACKGROUND:
The EBRPD owns property in the Knightsen area, identified as Assessor's Parcel Numbers 020-172-001 and 020-171-004. From time to time during heavy rain events, stormwater accumulates on the surface of the property and other properties in the Knightsen area. Historically, EBRPD, and the prior owner of the property, have accepted stormwater from adjacent areas onto the property and pumped the stormwater over a levee and into No Name Slough. Accepting the stormwater onto EBRPD property and pumping the water into No Name Slough benefit surrounding properties by preventing an accumulation of stormwater that could impact other properties and the safety of Knightsen residents. Historically, the CSD would reimburse a portion of these pumping costs using funds generated from a special tax on Knightsen area parcels that was intended to fund pumping and flood control activities in the Knightsen area.

In the winter of 2022-2023, the Knightsen area experienced unusually significant rainfall over a prolonged period of time, resulting in a substantial amount of stormwater in the area. To help the Knightsen area residents, EBRPD accepted stormwater onto its property and, in that winter alone, incurred approximately $170,000 in costs for various activities, including to pump the stormwater into No Name Slough.

In 2023, the CSD pursued its own dissolution before the Contra Costa County Local Agency Formation Commission (LAFCO). In the dissolution proceeding, LAFCO dissolved the CSD and named the County as the

successor agency responsible for winding up the CSD's affairs. Following CSD dissolution, the County received all remaining CSD funds - approximately $176,448.80 - which may be used for any lawful purpose. Under LAFCO law, to the extent practicable, these funds should be used for the benefit of lands, inhabitants, and taxpayers within the territory of the former CSD. (Gov, Code, §§ 57457(b). 57463.)

EBRPD's pumping activities benefit lands and inhabitants within the former CSD. During the 2022-2023 winter, those activities were a benefit to the Knightsen area, but they required EBRPD to incur a significant financial cost. Under the reimbursement agreement, EBRPD may request reimbursement of a portion of its pumping cost from remaining CSD funds held by the County. For the winter of 2022-2023, EBRPD can request up to $86,789.86, and each year thereafter EBRPD can request up to $25,000 (until remaining CSD funds are depleted or the agreement is terminated, whichever occurs first).

This use of CSD funds is consistent with LAFCO law. Further, using CSD funds for this purpose is consistent with the purpose of the CSD's special tax. For these reasons, Public Works Department staff recommend that the Board approve the reimbursement agreement.

CONSEQUENCE OF NEGATIVE ACTION:
If the reimbursement agreement is not approved, EBRPD will not be reimbursed for stormwater pumping costs that benefit Knightsen.

REIMBURSEMENT AGREEMENT BETWEEN CONTRA COSTA COUNTY AND THE EAST BAY REGIONAL PARK DISTRICT RELATED TO THE DISTRICT'S KNIGHTSEN PROPERTY PUMPING ACTIVITIES

This Reimbursement Agreement ("**Agreement**") is entered into as of August 6, 2024 ("**Effective Date**") by and between Contra Costa County, a political subdivision of the State of California ("**County**"), and the East Bay Regional Park District, a special district ("**EBRPD**"). The County and EBRPD are sometimes referred to herein together as the "**Parties**," and each individually as a "**Party**."

RECITALS

A. EBRPD owns certain real property in the Knightsen Area commonly identified as Assessor's Parcel Numbers 020-172-001 ("**North Parcel**") and 020-171-004 ("**South Parcel**"). The North Parcel and the South Parcel are sometimes referred to herein together as the "**Property**."

B. From time to time during heavy rain events, stormwater accumulates on the surface of the Property and other properties in the Knightsen area. Historically, EBRPD, and the prior owner of the Property, have accepted stormwater from adjacent areas onto the Property so that the stormwater could be pumped over a levee and discharged into No Name Slough. In some years, the Knightsen Town Community Services District ("**CSD**") reimbursed a portion of those pumping costs. Accepting stormwater onto the Property and pumping the stormwater into No Name Slough benefits some properties in Knightsen by preventing an accumulation of stormwater that could impact those properties and the safety of Knightsen residents.

C. In 2023, the CSD applied to the Contra Costa County Local Agency Formation Commission ("**LAFCO**") to be dissolved, and LAFCO approved the CSD's dissolution. As part of the LAFCO dissolution proceedings, LAFCO designated the County as the successor agency responsible for winding up the CSD's affairs. Following the winding up of the CSD's affairs, remaining CSD funds ("**CSD Funds**") were retained by the County.

D. Under LAFCO law, to the extent practicable, the CSD Funds should be used for the benefit of lands within the Knightsen area. The purpose of this Agreement is to provide for the reimbursement of excessive stormwater pumping costs that EBRPD incurs to pump stormwater that accumulates on the Property into No Name Slough for the benefit of the Property and other properties in the Knightsen area (the "**Pumping Activities**"). For purposes of this Agreement, Pumping Activities do not include draining or pumping stormwater that accumulates as rainfall on the Property, alone; Pumping Activities include draining and pumping any excess stormwater that accumulates on the Property after being diverted or directed onto the Property from one or more other properties in the Knightsen area.

E. During the winter of 2022-2023, the Knightsen area experienced exceptionally wet weather over a sustained period of time, causing stormwater to accumulate on the Property, and EBRPD responded with resources including Pumping Activities. EBRPD incurred direct costs of approximately $107,000, and indirect costs and staff time totaling approximately $63,000, to

perform various activities at the Property, including Pumping Activities in response to the storms. EBRPD also incurred other costs related to a berm failure.

F. EBRPD's Pumping Activities directly benefit lands and residents within the former CSD, including Pumping Activities in the 2022-2023 winter. The purpose of this Agreement is to set forth terms under which EBRPD may request reimbursement, from CSD Funds, of a portion of EBRPD's costs associated with EBRPD's Pumping Activities.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Term; Termination.** The term of this Agreement ("**Term**") commences on the Effective Date. Either Party may terminate this Agreement upon 30 days' advance written notice to the other Party identifying the termination date.

2. **Financial Assistance.**

(a) EBRPD Reimbursement Requests. Prior to each September 1 during the Term, EBRPD's General Manager, or designee ("**General Manager**"), may make a written request ("**Reimbursement Request**") to County's Public Works Director, or designee ("**Director**"), for financial assistance to help defray EBRPD's costs for Pumping Activities performed during the 12-month period that ends on the April 30 that immediately precedes the September 1 deadline (*e.g.*, for the September 1, 2024 deadline, the period from May 1, 2023, through April 30, 2024); provided, however, that a Reimbursement Request for Pumping Activities during the period from May 1, 2022, through April 30, 2023, may be submitted by September 1, 2024. Each Reimbursement Request will be in an amount determined by the General Manager, provided that EBRPD's annual Reimbursement Request for Pumping Activities during the May 1, 2022, through April 30, 2023 period may not exceed $86,789.86, and no other annual Reimbursement Request may exceed $25,000. Each Reimbursement Request must be in the format of an invoice that lists, in sufficient detail, the labor, equipment, contractors, and rentals used for the Pumping Activities. Each Reimbursement Request must include an accompanying description of the Pumping Activities that establishes, to the satisfaction of the Director, that the activities are connected with pumping excess stormwater that accumulates on the Property after being allowed onto the Property from other properties in the Knightsen area.

(b) Director's Consideration of Requests. Within 30 days following receipt of a timely submitted Reimbursement Request, the Director will notify the General Manager in writing of either the approval, in whole or in part, or the denial of the request, which shall be within the Director's sole discretion to provide. If the Director approves a Reimbursement Request, in whole or in part, the County will issue payment to EBRPD from CSD Funds within 60 days following the approval of the Reimbursement Request. EBRPD shall use those funds only for the purposes stated on the Reimbursement Request.

(c) Funding Limitations. CSD Funds will be used to pay Reimbursement Requests made and approved under this Agreement. Nothing in this Agreement requires, nor shall it be construed to require, the County to use other County funds to pay any amounts requested in a Reimbursement Request.

3. **Other Funding Sources.** EBRPD will endeavor to seek other funding sources to pay for Pumping Activities. These other funding sources may include but may not be limited to grant or disaster relief funds made available by federal and state agencies. If County staff become aware of any such funding opportunities, staff will endeavor to provide that information to EBRPD. EBRPD will not request funding under this Agreement for that portion of any Pumping Activities funded from other sources.

4. **Audit.** During the term of this Agreement and for four years following its termination, EBRPD shall maintain and make available to the County for inspection and copying all records related to EBRPD's use of CSD Funds under this Agreement. Upon request by the County, EBRPD will make all such records available to the County's officers, employees, agents, representatives, and auditors, either electronically or at EBRPD's principal office designated in Section 6, during EBRPD's regular business hours.

5. **Indemnification.** EBRPD shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives ("**Indemnitees**") from any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damages (including but not limited to damages and liability in inverse condemnation), penalties, expenses, and costs of any kind, whether actual, alleged, or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, expert witness fees, and attorney's fee awards (collectively, "**Liabilities**") to the extent that the Liabilities arise from or are connected with any Pumping Activities, or to the extent that the Liabilities arise from EBRPD's use of CSD Funds for purposes other than the Pumping Activities. This Section 5 shall survive the termination of this Agreement.

6. **Notices.** All notices shall be in writing and shall be served in any of the following manners: (a) by personal delivery during usual business hours at the principal office of the receiving Party; or (b) by deposit in the United States mail, with First Class postage prepaid, and addressed to the receiving Party at its principal office; or (c) by deposit with an overnight carrier for next business day delivery to the receiving Party at its principal office, with all delivery charges prepaid. The Parties' principal offices for purposes of this Agreement are as follows:

County:
Contra Costa County Public Works Department
Attn: Tim Jensen, Flood Control Division
255 Glacier Drive
Martinez, CA 94553
Email: tim.jensen@pw.cccounty.us

EBRPD:
Brian Holt
Chief of Planning, Trails and GIS
East Bay Regional Park District
2950 Peralta Oaks Court, Oakland, CA 94605
Phone: (510) 544-2623
Email: BHolt@ebparks.org

Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery, or on the third day following the postmark date if deposited in the United States Mail, or on the next business day following the date the notice is deposited with an overnight carrier for next business day delivery. A Party may change its principal office address by delivering written notice to the other Party in the manner required by this Section at least five days before the change in address becomes effective. The Parties will endeavor to send a courtesy copy of any notice by email, but the Parties agree that an emailed courtesy copy of a notice does not substitute for service of the notice in accordance with this Section.

7. **Governing Law.** This Agreement shall be construed in accordance with and governed by laws of the State of California.

8. **Entire Agreement; Amendment.** This Agreement represents the entire and integrated agreement between the Parties as to the subject matter referenced herein. This Agreement may be amended in a writing executed by the Parties following approval by the Parties' governing bodies.

9. **Severability.** No provision of this Agreement shall be interpreted to require any unlawful action by any Party. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that term or portion of this Agreement shall be construed so as to render it enforceable to the extent feasible.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with all other signed counterpart, shall constitute one and the same instrument.

11. **Compliance with Laws.** In the performance of this Agreement, the Parties shall observe and comply with all applicable federal, state, and local laws and regulations, including but not limited to those relating to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including those relating to nondiscrimination.

12. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or third parties. No person or entity other than the Parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

[Remainder of page left blank. Signatures on next page.]

EAST BAY REGIONAL PARK DISTRICT

By: _____
General Manager

Approved as to form:

By: _____
District Counsel

CONTRA COSTA COUNTY

By: _____
Public Works Director/Designee

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

SMS:TJ
\\PW-DATA\grpdata\fldctl\Watershed Planning - Engineering\Knightsen Area\EBRPD\CCC-EBRPD Knightsen Reimbursement Agreement - Final 070124.docx

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2359 **Agenda Date:** 8/6/2024 **Agenda #:** C.79.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 2 with Massone Mechanical, Inc., a California Corporation, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Massone Mechanical, Inc., to increase the payment limit by $1,000,000 to a new payment limit of $2,300,000 and extend the term through May 31, 2026, for on-call refrigeration maintenance and repair services at various County sites and facilities, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:

The Public Works Department, Facilities Services is responsible for the maintenance and repairs to all the County's refrigerated units. Medical refrigerators are used to store highly sensitive vaccines and other medications in the County Hospitals, Clinics, and Public Health offices. There are over 300 refrigeration units throughout the County. Approximately 250 of those units are Follett Medical Refrigerators. These refrigerators were chosen because of their dependability and features. Massone Mechanical, Inc., is the only factory authorized Follett Refrigerator repair company in the area.

Additionally, Massone Mechanical, Inc., has the tools, equipment, and training to service all the County refrigeration units. The Public Works Department originally awarded a three (3) year contract with the term June 1, 2021 through May 31, 2024.

Facilities Services is requesting Amendment No. 2 with Massone Mechanical, Inc. to be approved, increasing the Contract amount from $1,300,000 to $2,300,000 and extending the term from May 31, 2024 to May 31, 2026 to ensure the County has continued access to the Contractor's services.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of this Contract Amendment No. 2, refrigeration maintenance and repair services with

Massone Mechanical, Inc. will discontinue, and future projects will not be completed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2360 **Agenda Date:** 8/6/2024 **Agenda #:** C.80.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: 2024 On-Call Fencing Services Contract(s) for Various Road, Flood Control, and Facilities Maintenance Work, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

(1) APPROVE specifications for the 2024 On-Call Fencing Services Contract(s) for Various Road, Flood Control, and Facilities Maintenance Work, Countywide area. Project No. 94031A-24.

(2) DETERMINE that Hennessey's Construction and Fence ("Hennessey's"), the lowest monetary bidder, has complied with the requirements of the project specifications; and FURTHER DETERMINE that Hennessey's has submitted the lowest responsive and responsible bid for this project.

(3) DETERMINE that Alta Fence Co. ("Alta"), the second lowest monetary bidder, has complied with the requirements of the project specifications; and FURTHER DETERMINE that Alta has submitted the second lowest responsive and responsible bid for this project.

(4) DETERMINE that Crusader Fence Company LLC ("Crusader"), the third lowest monetary bidder, has complied with the requirements of the project specifications; and FURTHER DETERMINE that Crusader has submitted the third lowest responsive and responsible bid for this project

(5) AWARD on-call contracts to the following three contractors in the following priority for Job Orders, as provided in the project specifications:

(A) Hennessey's, in a not to exceed amount ($400,000) and the unit prices submitted in the bid ($10,924.00 Total Unit Price).

(B) Alta, in a not to exceed amount ($400,000) and the unit prices submitted in the bid ($14,451.82 Total Unit Price).

(C) Crusader, in a not to exceed amount ($400,000) and the unit prices submitted in the bid ($29,970.00 Total Unit Price).

(6) DIRECT that the Public Works Director, or designee, shall prepare the contracts.

(7) ORDER that, after the contractors have signed the contracts and returned them, together with any required

certificates of insurance and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contracts for this Board.

(8) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(10) DECLARE that, should the award of the contract to Hennessey's, Alta, and Crusader be invalidated for any reason, the Board would not in any event have awarded the contracts to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Staff Report shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:
The contract, for a maximum amount of $400,000, will be funded by 100% Various Road, Flood Control District, and General Funds.

BACKGROUND:
The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On July 9, 2024 the Public Works Department received bids from the following contractors:

BIDDER, TOTAL UNIT AMOUNT

Hennessey's Construction and Fence, $10,924.00 Total Unit Price

Alta Fence CO., $14,451.82 Total Unit Price

Crusader Fence Company LLC, $29,970.00 Total Unit Price

Hennessey's submitted the lowest responsive and responsible bid, which is $3,527.82 (Total Unit Price) less than the next lowest bid.

Alta submitted the second lowest responsive and responsible bid.

Crusader submitted the third lowest responsive and responsible bid

The Public Works Director has reported that the bids submitted by Hennessey's, Alta, and Crusader comply with the requirements of the project specifications, and recommends that contracts be awarded to Hennessey's, Alta, and Crusader in that order. The Public Works Director recommends that the bids submitted by

Hennessey's, Alta, and Crusader are the lowest responsive and responsible bids and this Board so concurs and finds. As provided in the project specifications, the three on-call contracts would be awarded in the following priority for Job Orders: (1) Hennessey's and (2) Alta and (3) Crusader. The contracts will be for a one-year period, with the option of two one-year extensions.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:
The Public Works Department may be unable to complete routine road, flood control, and facilities maintenance work in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2361 **Agenda Date:** 8/6/2024 **Agenda #:** C.81.

To: Board of Supervisors

From: Karen Caoile, Director of Risk Management

Report Title: Final Settlement of Claim, Minh Vu vs. Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECEIVE this report concerning the final settlement of Minh Vu and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $122,540.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of $122,540.

BACKGROUND:

Attorney Regina McClellan, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Minh Vu vs. Contra Costa County. The Board's July 23, 2024 closed session vote was: Supervisors Gioia, Andersen, Burgis, Carlson and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier July 23, 2024, closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2362 **Agenda Date:** 8/6/2024 **Agenda #:** C.82.

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 A.J.J., a minor; Debbie Sith-Calica; Jeffrey Calica; Jose H. Chavez Jr.; Alberto Galvan; Jerry Garcia; Polly Hancock; Marvin Harris; Alexander Hill; Eduard Kachan; Rodric P. Stanley Jr. (2); and Claude Zamanian. DENY amended claim filed by Claude and Alison Zamanian.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:
A.J.J., a minor: Personal injury claim related to altercation at school in the amount of $100,000,000.
Debbie Sith-Calica: Personal injury claim related to an alleged dangerous condition in an amount to exceed $25,000.
Jeffrey Calica: Personal injury claim related to an alleged dangerous condition in an amount to exceed $25,000.
Jose H. Chavez Jr.: Property claim for damage to vehicle in the amount of $948.95.
Alberto Galvan: Property claim for damage to vehicle in the amount of $4,000.
Jerry Garcia: Personal injury claim related to vehicle accident in an amount to exceed $25,000.
Polly Hancock: Property claim for damage to vehicle in the amount of $4,000.
Marvin Harris: Personal injury claim related to tablet and legal documents in County Jail in the amount of $90,000.
Alexander Hill: Civil rights claim related to excessive force at the West County Detention Facility in an amount to be determined.
Eduard Kachan: Personal injury claim related to bus accident in an amount to exceed $35,000.
Rodric P. Stanley Jr.: Civil rights claim related to denial of telephone and jail conditions in the amount of $100,000.
Rodric P. Stanley Jr.: Civil rights claim related to jail conditions and policy in the amount of $700,444.
Claude Zamanian: Property claim for damage to vehicle in the amount of $563.01
Claude & Alison Zamanian: Amended claim for damage to vehicle in the amount of $563.01.

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 #: 24-2363 **Agenda Date:** 8/6/2024 **Agenda #:** C.83.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Life Technologies Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Life Technologies Corporation in the amount of $63,665 to provide maintenance, extended warranty and repairs on forensic equipment including the RapidHit ID Analyzer, 3500 Genetic Analyzers, Quant Studio 5 and Proflex for the Office of the Sheriff Forensic Services Division, for the period June 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure of $63,665 and will be funded 100% by the General Fund.

BACKGROUND:
Life Technologies Corporation provides the Office of the Sheriff Forensic Services Division's DNA Unit with forensic products, including specialized equipment for amplification of DNA extracts, as well as quantification and electrophoresis of forensic DNA evidence samples. Life Technologies Corporation products have demonstrated their reliability through validation as required by laboratory accreditation.

The department is seeking approval of this retroactive contract due to unintentional oversight caused by the substantial number of new contracts the Office of the Sheriff is currently handling.

The Terms and Conditions include a limitation of liability provision.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Forensic Services Division will be unable to service the instruments, which will cause the DNA Unit to be in non-compliance, which would impact accreditation and suspend DNA testing.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2364 **Agenda Date:** 8/6/2024 **Agenda #:** C.84.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Mesa Laboratories, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Mesa Laboratories, Inc. in an amount not to exceed $12,230 to provide usage, maintenance, data hosting and storage for the Office of the Sheriff Forensic Services Division temperature monitoring systems, for the period July 5, 2024 through July 4, 2027.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure of $12,230 and will be funded 100% by the General Fund.

BACKGROUND:
Mesa Laboratories, Inc. provides the environmental monitoring system, ViewPoint Cloud, for the Office of the Sheriff Forensic Services Division refrigerators and freezers that ensures evidence and reagents are stored at optimum conditions. Viewpoint Cloud works to create a comprehensive integrated system for tracking and recording temperature with a high degree of accuracy.

The Terms and Conditions include indemnification and limitation of liability provisions.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Forensic Services Division laboratory will lose the ability to track and accurately record storage temperatures for evidence and reagents, which is a requirement of accreditation.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2365 **Agenda Date:** 8/6/2024 **Agenda #:** C.85.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Contract with Biotage, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Biotage, LLC to provide preventative maintenance, extended warranty and repairs for the Office of the Sheriff Forensic Services Division's automated liquid handling system, in the amount of $13,098, for the period December 5, 2023 through December 4, 2026.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure of $13,098 and will be funded 100% by the General Fund.

BACKGROUND:
Biotage, LLC offers reliable and efficient scientific equipment that is necessary for processing forensic blood and urine samples in the Office of the Sheriff Forensic Services Division. Biotage, LLC manufactures the Extrahera, an automated liquid handling system, which is used in the analysis of blood and urine samples.

The department is seeking approval of this retroactive contract due to unintentional oversight caused by the substantial number of new contracts the Office of the Sheriff is currently handling.

The Terms and Conditions include indemnification and limitation of liability provisions.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, then the Office of the Sheriff Forensic Services Division's laboratory will be out of compliance with maintenance of this equipment, which will increase the amount of time to provide Toxicology results of forensic samples.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2366 **Agenda Date:** 8/6/2024 **Agenda #:** C.86.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Contract with Intoximeters, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Intoximeters, Inc. in an amount not to exceed $50,000 to provide service and repairs for the Office of the Sheriff Forensic Services Division's breath alcohol instruments, for the period August 1, 2024 through July 30, 2027.

FISCAL IMPACT:
Approval of this request will result in up to $50,000 in contractual service expenditures and will be funded 100% by the General Fund.

BACKGROUND:
The Office of the Sheriff Forensic Services Division Crime Laboratory is responsible for the evidential breath alcohol program for Contra Costa County. This includes the on-going maintenance of the evidential breath instruments used in driving under the influence of alcohol investigations. Intoximeters provides certified technicians that perform maintenance and repairs on the Intoximeter DMT instruments.

The Terms of Sale and Terms of Use include indemnification and limitation of liability provisions.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Forensic Services Division Crime Laboratory will be unable to have the breath alcohol instruments repaired, which would result in the suspension of the breath alcohol program.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2367 **Agenda Date:** 8/6/2024 **Agenda #:** C.87.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Forensic Technology, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Forensic Technology, Inc. in an amount not to exceed $65,330 to provide preventive maintenance and service on the IBIS BrassTraxx Acquisition and IBIS Matchpoint Systems for the Office of the Sheriff Forensic Services Division, for the period October 15, 2024 through October 14, 2026.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure of $65,330 and will be funded 100% by the General Fund.

BACKGROUND:
Forensic Technology, Inc. (FTI) manufactures the IBIS BRASSTRAX Acquisition and IBIS MATCHPOINT systems. This equipment allows the Office of the Sheriff Forensic Services Division crime laboratory to capture images of firearms evidence and search the images in ATF's National Integrated Ballistic Identification Network (NIBIN) to determine if evidence is associated with other incidents. FTI is the only company approved to manufacture or provide service to equipment on ATF's NIBIN network. They also ensure on-going compliance with ATF and DOJ security regulations.

The Terms and Conditions include indemnification and limitation of liability provisions.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Forensic Services Division crime laboratory will be unable to process firearms related evidence, which would result in suspension of entries into NIBIN.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2368 **Agenda Date:** 8/6/2024 **Agenda #:** C.88.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: LeadsOnline LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with LeadsOnline LLC in the amount of $12,210 to provide annual support and maintenance to the CellHawk Phone Mapping and Analysis System, for the period May 1, 2024 through April 30, 2025.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure of $12,210 and will be funded 100% by the General Fund.

BACKGROUND:
CellHawk, which is powered by LeadsOnline, LLC, is a web-based investigative solution that plays a crucial role in law enforcement operations. The software suite enables detectives to conduct analysis of call detail records and digital location evidence from mobile devices to create a visual representation of a case. Detectives can utilize the software to spot possible patterns present within the evidence. CellHawk provides detectives with a tool to better present cellular records during court proceedings. It also provides agencies with a more efficient process and reduces the number of personnel hours required to complete a similar task. The ability to conduct the data analysis in-house simplifies the chain of custody associated with the phone records and maintains the integrity of the evidence.

The department is seeking approval of this retroactive contract due to unintentional oversight caused by the substantial number of new contracts the Office of the Sheriff is currently handling.

This Subscription Services Agreement includes a limitation of liability provision.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the process for analyzing the incoming/outgoing calls and geolocations of suspects will take significantly longer to perform, causing the Office of the Sheriff Investigation Division to request assistance from the limited number of outside agencies that have access to software capable of performing these tasks. Even if an agency was willing to conduct the work as an outside assist, the access to the case material would be restricted due to the licensing restrictions CellHawk has in place. This impedes the

efficiency of the Office of the Sheriff Investigation Division.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2369 **Agenda Date:** 8/6/2024 **Agenda #:** C.89.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Leica Geosystems

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Leica Geosystems in the amount of $8,000 to provide preventive maintenance, extended warranty and repairs for the Office of the Sheriff Forensics Division's 3D laser scanners, for the period June 6, 2024 through June 5, 2025.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure of $8,000 and will be funded 100% by the General Fund.

BACKGROUND:
Leica Geosystems provides a reality capture solution which empowers the user to document and capture environments in 3D with accuracy, efficiency and portability. Leica Geosystems manufactures the Leica 3D scanners used by the Office of the Sheriff Forensics Division, which are utilized when capturing high resolution images of crime scenes.

The department is seeking approval of this retroactive contract due to unintentional oversight caused by the substantial number of new contracts the Office of the Sheriff is currently handling.

The Terms and Conditions include a limitation of liability provision.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Forensics Division laboratory will be out of compliance with maintenance of the equipment, which will result in the inability to provide scanning services at crime scenes.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2370 **Agenda Date:** 8/6/2024 **Agenda #:** C.90.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: APPROVE and AUTHORIZE the Treasurer-Tax Collector (TTC) or designee to execute a contract amendment with Grant Street Group, Inc. to extend the term from September 16, 2023 to September 16, 2027, for processing of property tax payments by credit/debit card and electronic check payments and no increase to the payment limit. (No Fiscal Impact)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Treasurer-Tax Collector (TTC) or designee to execute a contract amendment with Grant Street Group, Inc. to extend the term from September 16, 2023 to September 16, 2027, for processing of property tax payments by credit/debit card and electronic check payments and no increase to the payment limit. (No Fiscal Impact)

FISCAL IMPACT:

Service fees will be paid by individual taxpayers using the system to make credit card/debit card payments. The county will not incur costs to accept credit/debit cards. The Automated Clearing House (ACH) validation will assess a $0.30 per ACH validation to the county. This service is intended to reduce ACH fraud as well as invalid ACH transactions and continue to allow TTC to be in compliance with the National Automated Clearing House Association (NACHA). *There is no cost for the Grant Street's Cashiering System.*

BACKGROUND:

The Treasurer-Tax Collector accepts tax payments by credit/debit cards and electronic check payments utilizing Grant Street Group, Inc. In 2019, upon completion of an extensive Request for Proposal ("RFP"), TTC selected, approved by the Board of Supervisors, Grant Street Group, Inc. to process property tax payments by credit/debit cards and electronic check payments. Over the past four years, Grant Street Group, Inc. has successfully processed tax payments in accordance with the agreement, with no cost to the County for the Cashiering System. During the renewal process, Grant Street Group, Inc. requested to add a new fee for e-checks which would be passed on to taxpayers. The contract was delayed due to various factors: 1) E-check fee negotiations spanning several months, 2) Staffing shortages, and 3) COVID outbreaks. The discussion took months of negotiations, and the previous County Treasurer-Tax Collector agreed to increase fees. With support of the current Treasurer-Tax Collector, the fee remains at no cost to taxpayers.

Under the contract, Grant Street Group, Inc. will continue to provide payment processing services for credit/debit cards and electronic checks payments. Fees for use of the system will be paid by individual taxpayers using the system to make credit card / debit card payments. The ACH validation will be assessed at $0.30 per ACH transaction which will be at cost to the County.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, the Treasurer-Tax Collector's office will not be able to continue accepting tax payments by credit card/debit card and e-checks.

Treasurer-Tax Collector
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
Telephone: (925) 608-9500
Fax: (925) 608-9598
Taxinfo@tax.cccounty.us

Contra Costa County

Dan M. Mierzwa
County Treasurer-Tax Collector

Lulis Lopez
Assistant County Tax Collector

Danielle Goodbar
Tax Operations Supervisor

Date: May 3, 2024

To: Laura Strobel, Senior Deputy County Administrator - County Administrator Office

From: Dan Mierzwa, Treasurer – Tax Collector
By: Lulis Lopez, Assistant Tax Collector

Subject: Outstanding Invoices requiring a Contract

We currently have various outstanding invoices due to contracts not being set in place that were previously paid with a purchase order. Since the implementation of the required contracts, we had various challenges in our office such as staff shortages due to unexpected leave of absence, COVID outbreak that impacted 90% of staff members and priority task that needed to be handle that has delayed processing the submittal of contracts. We are seeking approval to proceed with the Contract approval process and pay the outstanding invoices. Grant Street and Unity Courier Services, Inc already have approval as to form by County Counsel.

Below are the invoices pending from each vendor that contracts will need to go to the BOS for approval:

Vendor	Date	Invoice number	Amount
First Corporate Solutions	12/31/2023	INV-336023-H6V7X8	$12,400.00
First Corporate Solutions	03/31/2024	INV-350067-K2R8Z2	$ 400.00
LexisNexis / Accurint	08/31/2023	1177040-20230831	$ 1,026.45
LexisNexis / Accurint	09/30/2023	1177040-20230930	$ 646.75
LexisNexis / Accurint	10/31/2023	1177040-20231031	$ 1,886.89
LexisNexis / Accurint	11/30/2023	1177040-20231130	$ 306.30
LexisNexis / Accurint	12/31/2023	1177040-20231231	$ 296.10
LexisNexis / Accurint	01/31/2024	1177040-20240131	$ 934.10
LexisNexis / Accurint	02/29/2024	1177040--20240229	$ 807.10
LexisNexis / Accurint	03/31/2024	1177040-20240331	$ 992.45

Below is the invoice for Grant Street the contract requires modified language and renewal, subject to BOS approval.

Grant Street Group	10/11/2023	SIN012870	$10,973.70

Below are the invoices that do not required BOS approval:

Unity Courier Service, Inc.	10/01/2023	492215	$ 560.60
Unity Courier Service, Inc.	11/01/2023	1178	$ 560.60
Unity Courier Service, Inc.	12/01/2023	1900	$ 560.60
Unity Courier Service, Inc.	01/31/2024	3431	$ 559.19
Unity Courier Service, Inc.	03/31/2024	4815	$ 571.51

Contra Costa County
Standard Form L-9
Revised 2014

CONTRACT AMENDMENT/EXTENSION AGREEMENT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Identification of Contract to be Extended**.

   Number: 46593-00

   Effective Date: September 17, 2023

   Department: Treasurer – Tax Collector

   Subject: Electronic Payment Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: Grant Street Group, Inc

   Capacity: Pennsylvia Corporation

   Address: 339 Sixth Avenue, Suite 1400 Pittsburgh, PA 15222

3. **Amendment Date**. The effective date of this Amendment/Extension Agreement is September 16, 2023
   .

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. **Extension of Term.** The termination date of the above described contract is hereby extended from September 16, 2023 to a new termination date of September 16, 2027 , unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by $ 0.00 , from $ 100,000 to a new total Contract Payment Limit of $ 100,000 .

CONTRACT AMENDMENT/EXTENSION AGREEMENT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

7. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity: Grant Street Group, Inc.	Signature B Name of business entity: Grant Street Group, Inc.
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS Number:
(Purchase of Services – Long Form)

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 _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

The County and the Contractor hereby amend the Agreement, as follows:

APPENDIX B. PAYMENT PROVISIONS. Appendix B (Payment Provisions) Section 1 of the Agreement, is hereby amended to add a new subsection (d) as follows:

"d. County will pay Contractor a fee of $0.30 per ACH check validation. Grant Street Group, Inc shall invoice the County for ACH validation fees annually on each October 1 during the term of the Agreement."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2371 **Agenda Date:** 8/6/2024 **Agenda #:** C.91.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: APPROVE and AUTHORIZE the County Treasurer-Tax Collector, or designee, to execute a contract with First Corporate Solutions. Inc. in an amount not to exceed $50,000 to provide property title searches for the bi-annual tax sale public auctions for period of November 1, 2023 through October 31, 2026.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the County Treasurer-Tax Collector, or designee, to execute a contract with First Corporate Solutions. Inc. in an amount not to exceed $50,000 to provide property title searches for the bi-annual tax sale public auctions for period of November 1, 2023 through October 31, 2026.

FISCAL IMPACT:

The title search costs shall be deducted from the excess proceeds generated from the tax sales of properties.

BACKGROUND:

The County Treasurer -Tax Collector has the power to sell all or any portion of a tax-defaulted property. (Rev. & Tax. Code, §3691(a)(1)(A)). Before any such tax-defaulted property may be sold, the Treasurer-Tax Collector is required to send notice of the proposed sale by certified mail to the last known mailing address of parties of interest. (Rev. & Tax. Code, §3701(a).) The Treasurer-Tax Collector is required to make a reasonable effort to obtain the name and last known mailing address of parties of interest. (Rev. & Tax. Code, § 3701(b).) To ensure that these requirements are satisfied, the Treasurer-Tax Collector must enter into a contract with First Corporate Solutions, Inc., to conduct title searches for properties being offered at the tax sale public auctions, so the Treasurer-Tax Collector can secure the names and last known mailing addresses of any parties of interest for notice purposes.

The County anticipates two public auctions every year in February and May. The costs vary for the reports generated for the

February auctions and the May auctions; however, the three-year contract payment shall not exceed $50,000.

The Contract includes modified indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, the Treasurer-Tax Collector will be unable to gather the necessary information to notify parties of interest about the sale of their tax-defaulted property, as mandated by the Revenue and Taxation code.

Treasurer-Tax Collector
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
Telephone: (925) 608-9500
Fax: (925) 608-9598
Taxinfo@tax.cccounty.us

Contra Costa County

Dan M. Mierzwa
County Treasurer-Tax Collector

Lulis Lopez
Assistant County Tax Collector

Danielle Goodbar
Tax Operations Supervisor

Date: July 24, 2024

To: Laura Strobel, Senior Deputy County Administrator - County Administrator Office

From: Dan Mierzwa, Treasurer – Tax Collector
By: Lulis Lopez, Assistant Tax Collector

Subject: Outstanding Invoices requiring a Contract

We have two outstanding invoices that need to be paid to First Corporate Solutions, Inc. These invoices were originally paid with a purchase order. The Treasurer-Tax Collector is a small department of 30 members, including the department head. However, our office has faced various challenges including staff shortages due to vacancies and extended leave of absences, a COVID outbreak affecting 90% of our staff, network outages, ADA challenges due to elevator outage, and prioritizing tasks that required immediate attention. In addition, the Treasurer-Tax Collector department had a change in management during the first quarter 2024. Therefore, contract renewals have been delayed. We are now requesting approval to move forward with the contract approval process and to settle the outstanding invoices. The initial sole source criteria for this contract was approved on February 11, 2022.

Below are the invoices pending contract approval by BOS:

Vendor	Date	Invoice number	Amount
First Corporate Solutions	12/31/2023	INV-336023-H6V7X8	$12,400.00
First Corporate Solutions	03/31/2024	INV-350067-K2R8Z2	$ 400.00

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

1. **Contract Identification**.

   Department: Treasurer – Tax Collector

   Subject: Real Property title search for properties offered at the tax sale public auction

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: First Corporate Solutions, Inc

   Capacity: Corporation

   Address: 914 S Street, Sacramento, CA 95811

3. **Term.** The effective date of this Contract is November 01, 2023. It terminates on October 31, 2026 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed

   $ 50,000.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

   Non applicable

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code 31000

10. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity: First Corporate Solutions, Inc.	Signature B Name of business entity: First Corporate Solutions, Inc.
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS Number:
(Purchase of Services – Long Form)

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 _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

SERVICE PLAN

I. The Purpose of this Contract is to set forth the responsibilities of First Corporate Solutions, Inc. (Contractor) and Contra Costa County, on behalf of its Treasurer - Tax Collector Department (County), for conducting real property title search for properties that will be offered at the tax sale public auctions every year of the Contract.

II. COUNTY OBLIGATIONS

During the term of this Contract, County anticipates two tax sale public auctions every calendar year in February and May. At least forty-five (45) days before each scheduled tax sale Public Auction, the County shall provide the Contractor a list of parcels that will be offered at the upcoming public auction. The list of parcels shall include the following information for each parcel: the defaulted year, parcel number, Assessee name and situs address.

III. CONTRACTOR'S OBLIGATIONS

A. Within thirty (30) days of receipt of the list of parcels to be sold at the first tax sale public auction in a calendar year (February), Contractor shall perform real property title search for all listed parcels and provide the following information:
   a. A detailed Parties of Interest Title report for each parcel, which will include parcel number, property address, record type, recorded date, document number, and amounts;
   b. Electronic and hard copies of each report for each parcel, including all relevant documents found associated with each parcel;
   c. Comprehensive electronic data file for each parcel, including but not limited to parties of interest, contact information, lienholders, bankruptcy records, and probate records;
   d. A list of owners of parcels for the last ten (10) years for tax liens and judgments;
   e. Tax deed(s) with deed chain dating back at least forty (40) years; and
   f. Documents related to ownership or monetary encumbrances, including but not limited to bankruptcy, probate, IRS liens, state tax liens, county tax liens, property tax postponement lien, California Department of Toxic Substances Control's Environment, special assessments that include 1915 Improvement Bond Act, Mello Roos, PACE/HERO Program and Recorded evidence of substandard dwelling, abatement actions, or other matters that would deem parcel substandard.

B. Within thirty (30) days of receipt of the list of parcels to be sold at the second tax sale public auction in a calendar year (May), Contractor shall perform an updated title search for all listed parcels and provide the following information:
   a. An updated title search report, including any new information not previously included for the parcel prior to the February tax sale public auction;

Initials:_____ _____
Contractor County Dept.

b. Electronic and hard copies of each updated title search report for each parcel, including all new relevant documents found associated with each parcel;
c. Documents related to ownership or monetary encumbrances, including but not limited to bankruptcy, probate, IRS liens, state tax liens, county tax liens, property tax postponement lien, California Department of Toxic Substances Control's Environment, special assessments that include 1915 Improvement Bond Act, Mello Roos, PACE/HERO Program and Recorded evidence of substandard dwelling, abatement actions, or other matters that would deem parcel substandard.

IV. PAYMENT PROVISIONS

Subject to the Payment Limit of the Contract:

A. County will pay Contractor a fee of $175 per parcel for all information identified in Section III(A) of this Service Plan; and
B. County will pay Contractor a fee of $50 per parcel for all information identified in Section III(B) of this Service Plan.

Initials:_____ _____
Contractor County Dept.

Number

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Paragraph 18, **INDEMNIFICATION**, is deleted in its entirety and replaced with the following paragraph:

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control to the limits of the Contractor's insurance. If requested by County, Contractor will defend any such suits at its sole cost and expense to the limits of the Contractor's insurance. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs to the limits of the Contractor's insurance. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

Paragraph 25, **Copyrights, Rights in Data, and Works Made for hire.**, is deleted in its entirety and replaced with the following:

25. Copyrights, Rights in Data, and Works Made for Hire. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction**.

    a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

    b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

    a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

    b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

    c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

   [Check one alternative only.]

   ☐ a. $ monthly, or

   ☐ b. $ per unit, as defined in the Service Plan, or

   ☐ c. $ after completion of all obligations and conditions herein.

   ☒ d. Other: As set forth in Payment Provisions Section IV, of the attached Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____ _____
Contractor County Dept.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-2372 **Agenda Date:** 8/6/2024 **Agenda #:** C.92.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: Request for and Authorization of Discharge of Accountability for Delinquent Taxes Determined to be Uncollectable

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

AUTHORIZE the discharge from accountability for the collection of taxes, penalty, interest, or any other charge pertaining thereto, owing on various delinquent Secured (Redemption) and Unsecured tax bills, in accordance with California Revenue and Taxation Code Sections 2195, 2611.1 and 2923; California Government Code Sections 25257, 25258, 25259; and Administrative Bulletin 207.7 Section VII. Such discharge would not release the person(s) named herein from the payments of any amounts that are due and owing.

FISCAL IMPACT:

No fiscal impact. A listing of those persons having failed to pay their delinquent Secured or Unsecured taxes, penalty, interest and other related charges in the aggregate sum of $ 3,585,755.63 is maintained in the Treasurer-Tax Collector's Office. Such discharge does not release these persons named from the payment of any amounts, which are due, and owing.

BACKGROUND:

The Treasurer-Tax Collector's office has determined that the charges associated with these tax bills are no longer recoverable due to one or more of the following reasons: the accounts are being discharged in Bankruptcy; the business is closed according to the Board of Equalization, Secretary of State or as determined by the County Assessor; the taxes are beyond statute of limitations for seizure and sale; the Tax Sale Identification Number is greater than 30 years old; the tax lien ceases to exist and the tax is conclusively presumed to be paid. All collection attempts have been unsuccessful; the assessee cannot be located or collected upon due to extenuating circumstances; or the likelihood of collection does not warrant the expense involved tax lien on property ceases to exist and the tax is conclusively presumed to be paid. Based on the stated facts, the County Treasurer-Tax Collector requests the discharge of accountability for those accounts and parcels determined to be uncollectible.

CONSEQUENCE OF NEGATIVE ACTION:

Approval of the recommended action will allow the Treasurer-Tax Collector to identify these accounts from our computer system as discharged of accountability thereby creating: An accurate inventory of recoverable accounts; a more manageable case load for the staff; elimination of redundant research by the staff; a better work distribution to staff.

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Individuals Deceased

ACCOUNT	BILL YEAR	BILL NUMBER	BALANCE	FIRST NAME	LAST NAME
1091-654	2023	021586	618.73	LAURI	FILIPPINI
1146-909	2023	027456	1212.58	JIMMIE	FLOWERS
CF0206NL	2023	025570	86.99	GUY	KELLEY
1047-660	2023	015185	110.99	LORREN	ABBOTT
CF7733HC08	2023	003515	74.88	RICHARD	GILLIAM
CF7164AG17	2023	001459	103.53	DAVID	RIOS
CF3516JH	2023	031478	64.30	JACK	MAUSER
2889380000	2023	016894	83.81	ONOFRE	BEDOLLA
CF2532GT16	2023	011051	65.65	MELISSA	VOSS
CF9721GR22	2023	028948	77.08	JAVIER	ALVAREZ
CF6866RV	2023	004912	187.24	JAVIER	ALVAREZ
CF2959HJ97	2023	023092	111.00	EDWARD	TALLIE
CF1151JZ18	2023	008943	81.00	TODD	SOUZA
905-9210	2023	012594	276.82	JANICE	FEAGLEY
CF9228JF07	2023	011912	107.60	NORMAN	BELL
CF0207HF00	2023	004106	63.82	JOHN	KAMBERG
CF9517CG	2023	000360	85.16	FRANCIS	MORAN
673-765	2023	033635	157.73	DAN	PETERSON
0781000000	2023	013299	57.73	ROBERT	LUCAS
CF0316SP	2023	024439	77.00	SUSAN	GONSALVES
CF6971GC	2023	015756	89.06	ANTHONY	BING
CF5692EG12	2023	013134	167.09	DAN	MCLEAN
CF4782CY	2023	023215	60.82	HENRY	SUICO
CF0340EE18	2023	003806	106.45	ROBERT	BRYCE
CF3634PG	2023	007113	73.72	WILLIAM	WALLACKER
CF6843TB	2023	005498	170.79	BOB	MCEVOY
CF9326PU	2023	014334	130.56	RICHARD	PINA
CF7469TZ	2023	009906	154.87	FREDERICK	CORING
1176-592	2023	019271	1,482.99	ROBERT	WILSON
CF9152SG	2023	024612	57.83	MARIE	WILLIAMS
CF6160HG	2023	003454	60.96	ROBERT	TRIGUEIRO
CF2401RR	2023	040151	99.78	NATHANIEL	GREENAN
CF5823FN19	2023	000520	60.52	MICHAEL	LIDSTONE
979-1597	2023	004628	250.11	TIMOTHY	FIELDS
CF2763HT	2023	041992	307.06	MARK	MURRAY
CF4158JM	2023	005934	58.22	RICHARD	MOORE
695-0691	2023	027438	214.22	RICO	MONTON
CF7930NL	2023	002738	95.59	ROY	ELLENBURG
CF0695JS	2023	018357	410.97	BROWNIE	HUNT
CF9862FW81	2023	041424	60.33	PHILIP	BARONE
CF7477SL21	2023	032660	136.29	GERRY	LIND
CF8404KX07	2023	031031	118.82	DAVID	TABER
CF8813EJ94	2023	006810	82.99	MICHAEL	CARNEY
CF7963HJ14	2023	041255	76.49	RODNEY	TALLENT
7214070000	2023	015937	99.47	HECTOR	SANTIESTEBAN
1119-677	2023	035398	207.54	RONALD	SEAGRAVES
564-362	2023	007907	81.71	GIRARD	DEWITT
1022-308	2023	004610	287.22	JAMES	CREMEANS
2764980001	2023	001845	1,153.52	JEREMY	STURGILL
CF2304HU17	2023	005833	58.07	DAVID	PRESTON
924-821	2023	020263	192.98	MICHAEL	FAHY
CF1880JH	2023	015997	73.52	LOUIS	MEYER
CF0018SL	2023	032036	145.50	MICHELLE	LUCIAVARLETA

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Individuals Deceased

CF3646ED17	2023	032688	219.27	JOHN	ANTHONY
294834E060	2023	043311	2,952.70	RUBEN	TOLENTINO
T07100S121	2023	045306	2,375.08	RUBEN	TOLENTINO
CF6845TB	2023	005315	59.92	JAMES	GRILLI
CF3895JM17	2023	002442	110.57	MICHAEL	WHIGHAM
1069-7538	2023	015354	279.30	COLIN	MACLANE
CF9926KZ	2023	029523	422.04	NICHOLAS	CLARK
CF4234FP07	2023	001908	118.23	LAWRENCE	DEVENGENZO
CF8831SG12	2023	011989	88.10	FERNANDO	HERNANDEZ
CF2904ND	2023	016436	63.08	FREDERICK	WOOTEN
CF4626JL20	2023	041470	81.25	EDWARD	MARTINEZ
CF4713UY	2023	040140	61.54	BRADFORD	DURHAM
1212-203	2023	040390	669.48	TOMMY	ANDERSON
CF6204AM18	2023	028432	1,231.16	RICHARD	EVERHART
1020-120	2023	039219	242.43	SAM	MAGNO
CF2999RD	2023	007778	625.19	JOSHUA	KLUTE
CF5931YB00	2023	004045	55.78	GEORGE	ARLOW
CF8889SG	2023	034771	133.50	KEITH	SCHATEK
CF3660RB09	2023	041023	123.08	ANGELO	GARCIA
2184810041	2023	033383	446.74	ELIZABETH	FUHRMAN
CF4494FG86	2023	014519	173.57	ENZO	CROCI
CF1784GP05	2023	015765	80.81	CURTIS	BELL
CF6594TB	2023	004866	76.23	TERRANCE	OWENS
CF8011RM	2023	012831	90.28	DARRY	PANIN
CF8619PW	2023	018262	143.21	ROBERT	SPARE
CF2547PT	2023	000403	73.92	ROBERT	WAGER
CF5129PF	2023	001836	198.67	MARK	JOHNSON
CF9327PU11	2023	035119	285.83	OSCAR	FALCON
CF5179KU	2023	036555	60.74	MIKE	PHEE
559-93101	2023	005918	92.39	MIKE	PHEE
CF7756SG	2023	013477	64.97	MIKE	PHEE
CF3992RU	2023	017027	156.36	ZHIJIAN	FANG
CF3847CJ03	2023	018390	56.19	GILBERT	GEMOYA
281-394	2023	016941	157.79	DENNIS	PEITSO
CF2495NA06	2023	030833	100.87	STEPHEN	COMRIE
CF1188UP	2023	035960	343.32	KENYON	TAYLOR
CF1058JP19	2023	023544	58.15	DOUGLASS	KOVACICH
CF4993HM16	2023	038300	77.70	JOHN	BLAKE
1070-2332	2023	023168	260.59	ROBERT	PARSONS
CF2406PS	2023	003927	79.18	CHEYENNE	BOYER
CF2214JR	2023	032574	103.22	STEPHEN	ROBERTS
CF0597SP	2023	004010	60.76	RUSSEL	GALE
CF5179PM	2023	042058	58.26	KEVIN	DAMOUDE
CF7832JB08	2023	012063	67.41	RALPH	BOWSER
CF8803RJ	2023	036415	76.54	ALONZO	GARTRELL
CF0612SC	2023	013361	58.29	HELEN	MARTINEZ
CF8609KX14	2023	032073	76.08	JAMES	GONZALEZ
CF8596FZ	2023	003506	62.98	STEVEN	GOODMANSON
2870170000	2023	012548	253.19	ROMEO	RONES
CF8919PW	2023	023477	98.19	WILLIAM	BECK
522-1487	2023	017968	116.23	DICK	LIGHTNER
CF3588PW	2023	035349	183.83	GLORIA	KERMOND
1073-852	2023	026927	1,195.38	NIKITA	KUSHELEVSKY
CF9087GC04	2023	035500	139.07	RICHARD	HALE
CF2036PA	2023	026270	90.04	PATRICIA	WARD
CF9661CN17	2023	025793	79.63	RONALD	BRYANT

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Individuals Deceased

CF9295JF09	2023	016015	98.22	STEVE	SANDERS
CF0366KX	2023	025363	311.14	GENE	DAVIES
CF4931KX14	2023	033261	295.60	JOHN	ELLIS
CF2657UL	2023	040520	74.27	JOHN	ELLIS
CF6209GE	2023	035131	85.75	JOHN	ELLIS
CF6492AF	2023	015017	65.35	KEVIN	BELL
CF8670PL	2023	031588	113.50	ANTHONY	FRAY
CF0833SS	2023	029430	166.24	ANTHONY	FRAY
CF9208EN81	2023	017625	162.69	KENNETH	CARVER
541-29094	2023	020832	102.68	KENNETH	CARVER
1209-611	2023	037920	304.66	KENNETH	CARVER
CF9827HV02	2023	024652	66.33	KENNETH	CARVER
1215-428	2023	015873	680.74	KENNETH	CARVER
2926150000	2023	013515	1,835.61	JONATHAN	BERMUDEZ
CF6327NX	2023	007683	70.92	VADIM	RIAZANOV
CF2463NL11	2023	039624	58.77	JAMES	PERDUE
520-708	2023	007181	59.31	CARLETON	HUBBEL
CF5431FL93	2023	037363	63.70	CHARLES	SHANKS
CF4151NA	2023	023096	1,008.05	BRUCE	DORFMAN
CF0228JK08	2023	034095	56.73	DAVID	ST JOHN
1108-3480	2023	012861	776.06	DAVID	BIRON
CF0438RG	2023	031558	272.78	LISA	WILKERSON
CF3217JL	2023	027023	98.34	ERNEST	BROOKS
672-794	2023	008562	243.76	ODELL	SMITH
CF4324HG00	2023	040305	61.03	ODELL	SMITH
CF2719JN	2023	013147	80.61	DERECK	DRAGONETTI
CF8956KN	2023	021744	69.32	DERECK	DRAGONETTI
CF3813CJ11	2023	033569	58.99	DERECK	DRAGONETTI
CF4748UY	2023	031521	98.71	TERRY	REITZ
CF0130GN00	2023	035348	87.24	TERRY	REITZ
CF9105SM18	2023	009809	113.46	DON	PARKS
986-3781	2023	028811	259.27	DAVID	PAGANELLI
CF4816RS11	2023	033240	153.68	DONNA	HAYES
CF4826RS11	2023	022267	152.58	DONNA	HAYES
1081-273	2023	036725	268.54	LEWIS	SIMONS
271-291	2023	028343	62.02	JAMES	GRAHAM
CF8676SG	2023	034448	69.67	CURTIS	WEHR
CF8044VR	2023	003413	563.82	JAMES	MARTIN
CF3356EX06	2023	029703	86.02	RANDY	MILLS
CF9002SG13	2023	022904	88.87	NORMA	LOSE
2835370000	2023	014836	122.57	JENNIFER	LENFESTEY
CF4607RR	2023	027192	146.23	KENNETH	MOSS
CF3073RE21	2023	039822	121.49	CHARLES	HAYS
CF2657PR	2023	039924	151.26	RHONDEE	MULLINS
CF6382JX12	2023	006329	56.22	AMIEL	PARKER
1086-644	2023	024317	1,423.60	MUENCHOW	CL
CF9812GG16	2023	014879	155.88	STEPHEN	DAVIS
CF9872SN04	2023	017151	132.94	RANDY	RHOE
CF8372HK	2023	015981	142.47	WALTER	CLAUSEN
CF2257NK	2023	021737	116.68	GLENN	MURPHY
CF9081GC97	2023	000928	66.50	ANITA	CLAY
CF8669ED17	2023	001050	100.78	DANNY	WELCH
CF5235UR	2023	005704	114.37	RUDELL	HARDIN
CF3750PN	2023	036357	110.00	WILLIAM	AQUINO
CF3973JD18	2023	013041	131.52	BARRY	TILLMAN
CF4723GZ13	2023	014350	117.08	ALEXANDER	MUCI

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Individuals Deceased

CF4485JR	2023	034252	59.04	VINCENT	COLLINS
1190-198	2023	010407	263.33	DANIEL	NOLEN
CF1586NV	2023	023146	78.63	BENNIE	SMITH
594-164	2023	021815	145.72	JOSEPH	KETTLE
CF4026KJ	2023	010375	63.96	ROBERT	HALL
7204350000	2023	027658	158.85	RONALD	LEUNG
CF2876RM	2023	041700	67.71	MICHAEL	MASNICA
CF8845NC15	2023	007681	73.13	THOMAS	BISHOP
CF4477SY	2023	010367	152.07	GEORGE	RECINOS
CF8285JU08	2023	015002	220.94	BERTHA	SHARP
1100900000	2023	017366	274.38	ROBERT	ROSINE
CF3327PG	2023	025311	188.77	DAVID	WHEELER
2477310000	2023	023957	82.53	RODNEY	MAHNAMI
CF3429RE	2023	021731	275.44	DONALD	DAVIS
CF6068CA10	2023	023551	191.07	LEWIS	STEWART
CF7086NA19	2023	022020	71.27	DAVID	CAULBOY
CF9218UR	2023	024861	65.88	GERALD	FRADES
CF9227UR	2023	023357	68.07	GERALD	FRADES
299-458	2023	039061	95.77	THOMAS	DECKER
CF9793KY18	2023	029255	112.98	MICHAEL	MEDAL
556-149	2023	015343	172.14	MARK	DIETRICH
CF3301NA10	2023	018265	72.45	RONALD	BENNER
CF1642GE11	2023	023412	104.46	ROSEVELT	WHITTINGTON
CF6015NN08	2023	011426	173.82	JULIA	KISER
6037850300	2023	029453	532.38	LOUIS	CASIPIT
CF6135RA	2023	015138	120.46	ZELIMIR	DABELICH
1060-611	2023	024177	134.23	NORMAN	DELONG
1112-8566	2023	010956	360.89	KYLSTRA	BART
CF4221AK	2023	038419	126.90	KYLE	MILLER
295101E027	2023	046432	2,318.47	LEYDA	QUINONES
T07283S061	2023	047693	275.47	LEYDA	QUINONES
T07283S071	2023	047694	3,056.78	LEYDA	QUINONES
CF9721SB	2023	037497	171.14	LANE	SAMSON
CF5202CV11	2023	041148	118.36	WILLIAM	HARPER

$ 49,240.12

I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Executed this day: 7/18/24

Treasurer - Tax Collector

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Companies Defunct

ACCOUNT	BILL YEAR	BILL NUMBER	BALANCE	COMPANY NAME
N2739G	2023	021955	1,588.54	INTEGRATIVEDGE
2768840000	2023	031072	399.26	PIPE PROS
2853560000	2023	014250	71.16	D & D AUTO REPAIR INC
T07282S811	2023	047682	752.98	CATAMOUNT PROPERTIES 2018 LLC
T07282S801	2023	047681	509.62	CATAMOUNT PROPERTIES 2018 LLC
2904330000	2023	004990	1,036.26	EXCLUSIVE ENTERTAINEMENT GROUP LLC
2848170001	2023	010765	61.40	MODERN MODE HOLDINGS LLC
7208670000	2023	039732	1,927.29	JAVA DETOUR
945-224	2023	038820	131.96	SEA SURVEYOR INC
2904520000	2023	027180	150.77	BLACK DIAMOND TATTOO
2774530000	2023	016848	165.63	CALIPRINT INC
CF8091YB	2023	023325	65.86	SSS ALBATROSS INC
			$ 6,860.73	

I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Executed this day: 7/18/24

Treasurer - Tax Collector

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Redemption

SALE YEAR	PARCEL NUMBER	CURRENT TOTAL AMOUNT	PROPERTY_OWNER
1993	407-301-015-1	12,241.60	FOREST KNOLLS DEVELOPMENT CO
1993	370-102-007-9	151,814.69	HENDERSON ARTHUR DAVID
1993	365-380-009-8	10,224.23	LYMAN JOHN T & MARLEY
1993	430-452-001-0	4,779.50	WOODHILL DEVELOPMENT COMPANY
1993	534-102-014-6	181.32	RICHMOND CITY OF
1993	561-100-008-3	127,198.20	UNITED STATES OF AMERICA
1993	431-320-022-4	5,828.39	MIRANTE VINCENT & ANN
1993	538-080-025-9	117,578.67	GARCIA TIMOTEO R
1993	408-012-036-5	167,071.80	RICE HELEN E EST OF
1993	526-191-005-2	4,419.16	PILGRIM WILLIAM & GAYLE
1993	173-081-084-1	4,543.61	WEST CLIFFE HOMEOWNERS ASSN
1993	174-160-020-7	48,338.20	WALNUT CREEK CITY OF
1993	140-342-027-4	3,640.54	SAN MARCO HOME OWNERS ASSN INC
1993	412-322-056-0	7,563.17	FEAGLEY GERALD S
1993	413-330-029-5	10,272.23	WILSON MARY ALICE
1993	237-104-020-1	19,473.40	HARRIS LARY J
1993	247-090-013-1	82,278.98	WOOLDRIDGE CONSTRUCTION CO INC
1993	218-660-039-7	1,227.50	CROW CANYON CNTRY CLUB EST
1993	206-010-030-8	2,082.43	DANVILLE TOWN OF
1993	213-490-033-7	1,253.50	COMMON AREA-TRACT 6654
1993	213-460-013-5	2,497.95	SAN RAMON CITY OF
1993	213-460-112-5	993.89	SAN RAMON CITY OF
1993	213-460-113-3	3,976.64	SAN RAMON CITY OF
1993	264-081-020-2	53,226.94	BELLO MARY
1993	008-470-035-0	2,001.00	DISCOVERY BAY TOWN OF
1993	368-080-002-0	20,180.05	KIRCHMAN HENRY JR
1993	138-310-003-7	740.23	SELBY ADELE
1993	138-310-004-5	740.23	SELBY ADELE
1993	138-310-005-2	740.23	SELBY ADELE
1993	138-310-006-0	740.23	SELBY ADELE
1993	035-740-129-8	33,143.99	COMMON AREA-TRACT 7365
1993	035-740-130-6	67,074.87	COMMON AREA-TRACT 7365
1993	035-740-131-4	67,074.87	COMMON AREA-TRACT 7365
1993	035-740-132-2	67,074.87	COMMON AREA-TRACT 7365
1993	035-740-133-0	67,074.87	COMMON AREA TRACT 7365
1993	035-740-134-8	67,074.87	COMMON AREA-TRACT 7365
1993	035-740-135-5	67,074.87	COMMON AREA TRACT 7365
1993	035-740-136-3	67,074.87	COMMON AREA-TRACT 7365
1993	403-220-004-2	4,951.22	BRADDOCK LOGAN & VALLEY
1993	405-261-015-3	5,073.21	BRADDOCK LOGAN & VALLEY
1993	426-070-021-8	2,031.15	CALIFORNIA STATE OF
1993	572-060-014-6	4,360.10	WHITE ASLAUG A EST OF
1993	419-111-021-4	5,340.74	TALIAFERRO EUGENE A ESTATE OF
1993	419-152-002-4	14,766.38	ABBA & ASSOCIATES
1993	419-142-006-8	32,184.97	NICOLLS DONALD O & ELLAMAUD
1993	433-081-018-7	7,802.13	WOODSIDE BUILDERS
1993	433-092-014-3	6,362.74	WOODSIDE BUILDERS
1993	184-204-009-7	33,806.19	SUN CAPITOL CROWN POINTE
		$ 1,487,195.42	

I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Executed this day: 7/18/24

Treasurer - Tax Collector

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

ACCOUNT	BILL YEAR	BILL NUMBER	BALANCE	FIRST NAME	LAST NAME
2471290000	1993	052837	737.49		ANDERSON PRODUCTS
2252050000	1993	044552	2,274.14	MARI-LOU	ASHLEY
CF1332NF	1993	003992	263.33	RUSSELL	BENDER
9017650000	1993	059980	2,140.89	ALETTA	BRASIER
CF4282GP	1993	011575	969.40	GENE	BURNS
CF1640JZ	1993	004864	611.69	COLLEEN	CUNDIFF
CF9923CY	1993	027655	430.97	ALBERT	CUNHA
246373E045	1993	033748	1,154.73	LUCY	FOMIN
CF7723KF	1993	021236	373.46	CURT	HANSEN
2430650000	1993	050754	3,162.74		JACCO INC
T04452S541	1993	059912	454.34	LOUISE	LITTLE
7093700000	1993	054985	744.44	SAMANTHA	MCGRATH
CF1468JS	1993	004420	929.24	HART	MICHAEL
T04257S421	1993	057773	509.87	GEORGE	OFF
CF2884FL93	1993	007919	192.82	KEVIN	TAVARES
1365250009	1993	039608	3,626.71		WALLACE ANDERSON REALTORS INC
2311150000	1993	046462	580.17	SHIRLEY	WILLIAMS
CF7318GSE1	1993	057640	278.07		CARPET CLUB
236589E000	1993	058314	2,062.23	PAUL	DODSON
2478890000	1993	053445	1,750.73		FANCY FOOD CO
444561E000	1993	057922	509.98	DOUGLAS	MACKINNON
CF4798GB91	1993	013044	179.58	JAMES	MIDDLETON
7072820000	1993	032501	241.35	JACQULYN	PILLOW
2334230000	1993	046929	652.25		POINT RICHMOND REAL ESTATE
CF9819KR	1993	027405	249.93	FRANK	RETZINGER
CF0782JW	1993	002312	179.34	FRANK	TANKOVICH
CF4817NEE1	1993	057064	278.88		WHOLESALE CONNECTION
CF6457JY	1993	034524	828.20	BEVERLY	WICHTENDAHL
CF6457JYE2	1993	055744	1,993.18	BEVERLY	WICHTENDAHL
2477340000	1993	053253	517.90		BARRY DENNIS REAL ESTATE
CF7740AH86	1993	021293	170.23	LARRY	BIRT
CF7112JA	1993	019192	377.48	JOE	BORG
CF8190BR88	1993	022878	355.94	MIKE	CARVALHO
CF9499HC	1993	026621	165.81	WEGNER	CHARLES
2252910000	1993	044564	163.98	EGON	FRIEDRIKSON
CF7115KS	1993	019201	205.66	JOHN	GEORGETTE
2429220000	1993	050678	495.22	ALEXANDER	GRAHAM
CF1788HL93	1993	005268	152.51	KENNY	GRAHAM
0549570001	1993	037256	531.16	PAUL	HAFEN
2447370000	1993	051362	902.97		INBOARD SPECIALITIES
237132E000	1993	058316	3,742.42	JOAN	MCMAHON
237425E000	1993	058319	1,230.55	JQVAD	MORTAZAVI
2333340000	1993	046900	10,266.11		OCEAN SHORE BOILER WORKS
6304140302	1993	053888	5,140.89		PIONEER AQUISITION CORP
2248020000	1993	044454	486.28		ROLE PLAYERS ENSEMBLE
2207240000	1993	043460	2,905.45	GERALD	SANTUCCI
2156580002	1993	042355	2,806.95	SHIRLEY	VILLASENOR
CF0447GHE2	1993	056982	427.69	JAMES	WELLS
2363130000	1993	048048	714.45		A'S PIZZA INC
2405010000	1993	049551	347.01		AMBASSADOR REALTY GROUP INC
2459600000	1993	052131	1,198.97	RICHARD	BAKER
281-333	1993	027899	254.03	FRANK	BENKO
2449080000	1993	051434	172.66	CLIFFORD	DANIELS
CF5366HP	1993	014568	364.43	ANTHONY	ESQUIVEL
2471380000	1993	052842	378.74		GOLDEN COAST MORTGAGE CO
285-894	1993	027906	205.40	CARL	HOVET
CF0112CL89	1993	000353	735.46	MICHAEL	LOBESE
CF4650FM85	1993	012597	382.00	FRED	MERTZ
2465010000	1993	052487	172.31		MOES CUSTOM SEATS
7064890000	1993	032467	227.90	KENNETH	RESENTS
CF7105JU	1993	019163	523.51	JOSEPH	VRSEK
2248720001	1993	044462	2,448.80	ALAN	WOLCOTT
2296990000	1993	045803	192.34	MARK	GALBREATH
9020020000	1993	060079	914.25	GABRIEL	GOMEZ
2246140000	1993	044394	1,095.20	F	MORGAN
9019600000	1993	060060	264.55	JAYMES	MORGAN
2032510002	1993	040269	2,550.00	JOHN	MORGAN

CF0045NH	1993	000133	267.84	WILLEY	RICHARDSON
2357140000	1993	047855	174.63		RUBENESQUE INC
CF3079AL91	1993	062274	214.30	RICHARD	SABO
CF2849AH80	1993	007859	249.87	DONALD	WILSON
CF9260FM	1993	026030	364.32	LINDA	BILES
237249E000	1993	056760	2,499.33	JOHN	HANNAH
238-135	1993	027867	395.34	EUGENE	JONES
2403700000	1993	049494	1,821.03	GERALD	LARSON
CF0123FP84	1993	000383	245.69	JESSE	MITCHELL
CF4751HC	1993	012912	2,134.26		RICHARDS MARINE SALES
2467990000	1993	052663	1,091.13		SHOE REPAIR & CLEANERS
CF4081FY92	1993	010971	258.97	THOMAS	ZUKAUCHAS
284-398	1993	027904	1,388.42	CLARENCE	ANDREWS
CF7748JF	1993	021327	466.23	THOMAS	BUCKINGER
T04636S410	1993	061058	7,802.69		CANDY STATION OF AMERICA INC
2394220000	1993	049226	441.69		CASTELLA ROOFING
T05272S000	1993	061926	596.79	PEMCO LTD	SECTY OF HOUSING & URBAN DEV
2431720000	1993	050799	562.20	LADONNA	HART
5002330000	1993	053734	770.40	CHARLES	HERIN
7003410000	1993	032236	157.15	FRANK	HOHSTADT
CF5975FGE2	1993	057108	155.88	KEITH	JARDINE
T09326M118	1993	058542	794.98		LEVITT & SONS OF CALIF INC
CF9656GA92	1993	027015	157.30	WILLIAM	MENDOSA
N2561K	1993	035031	686.80	DOYLE	ROTEN
CF9416HC93	1993	026415	250.05	WILLIAM	THIFFAULT
217276R293	1993	059849	16,307.50		WILLIAM ROBERT COMPANY
T04564S430	1993	061043	1,347.22		WINDMILL GYMNASTIES
CF5133CC	1993	034387	15,656.44	STEVE	BURKHARDT
CF8988GY93	1993	025295	1,388.25		CORNERSTONE FOUNDATION
0294600300	1993	036571	501.20	WILLIAM	CRAIG
2421540000	1993	050320	4,522.67		DIMMITT & DIMMITT INC
2268860000	1993	030878	27,086.45		DRUG BARN INC
CF7939GC83	1993	022100	188.12	ROBERT	FROST
7092410000	1993	032784	192.20		I F S INC
2144370000	1993	042139	11,649.32		M P M ELECTRIC INC
CF7646JP	1993	020966	355.94	NICK	MUNOZ
CF8411NB	1993	023526	161.52	JEFFREY	PARKAN
CF2986GY	1993	008172	214.48	DERREK	PAVEY
CF3433CY87	1993	009206	165.78	SUSAN	REESE
CF8448JF93	1993	023653	289.47	PAUL	RUSSO
CF3764HA93	1993	010077	611.61	JOHN	THOMASSON
CF0583NA	1993	001732	205.66	VAN	AN
0561700000	1993	037283	2,657.81		VENDEX ENTERPRISES INC
0059700000	1993	035768	10,107.94		ATLAS PAVING & GRADING INC
2187420001	1993	042987	369.64		BIG 4 RENTALS
2351750000	1993	047652	508.78	DIANE	BLAKE
2022340000	1993	040125	1,696.24	NATALE	DE
2443270000	1993	051217	217.13		EMGIS INSURANCE SVC INC
CF4453GG89	1993	061405	178.90	DANIEL	FUNK
CF8074CC86	1993	022488	620.30	LARRY	HAWKINS
7064670000	1993	032463	236.49	RICHARD	MCCLOUD
2361090000	1993	047994	710.71	PRUDENCE	RUSSELL
CF9178EA94	1993	025803	624.63	ROBERT	RUSSELL
2447600000	1993	051370	373.38		SCARLETT REALTY INVESTMENTS
2439830000	1993	051094	1,093.04		T C M ADMINISTRATION SVC
2469990000	1993	052766	488.43	CHEN-CHUNG	TSAI
283-289	1993	027902	510.12	DAVID	WENTWORTH
CF3859BL86	1993	010383	262.85	BRUCE	ABONO
2473950000	1993	052958	378.52		ATA DENT INC
2409270000	1993	049692	781.97		BROOKSIDE HORSE RANCH
CF1218HH	1993	003619	1,088.41	JDETTE	CONLEY
2083510001	1993	041134	1,467.61	PETER	LEE
2138140001	1993	059588	1,511.23	DAVID	LERMAN
CF9209CC89	1993	025897	306.98	JOHN	NATTKEMPER
CF1193JW	1993	003523	200.99	TIMOTHY	PIRTLE
2118480000	1993	041701	387.99	FRANCIS	POONG
T04478S391	1993	059536	582.58	MYRTLE	ROBINSON
2162800000	1993	042437	3,935.99	FRANCIS	SAMSOTHA
T96361M018	1993	061895	501.44	GARRETT DEV	WEST PITTSBURG SEABREZE LP
CF5795ESE1	1993	056428	631.11	SALVATORE	BRUNO

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

2390480000	1993	049111	1,834.40		COMPUTOR LOGICS LIMITED
530-895	1993	027956	373.18	DENNY	CUMMINS
2401560000	1993	049437	324.78		GAMCO
2342510000	1993	047346	2,408.29		LARSEN & COMPANY INC
T04539S001	1993	059833	339.10	RITA	MCINTOSH
CF1493HR93	1993	004492	228.11	R	MILLER
7084850000	1993	054692	382.16	CHARLES	TRISLER
CF5078EGE1	1993	058683	667.82	RON	VOLPE
2433350000	1993	050860	1,422.30		ANCO ENGINEERING
9017690000	1993	059982	425.05	MIMI	CLARK
2239250000	1993	044151	5,294.45		ECHELON MORTGAGE CORP
2470480000	1993	052790	374.65		FANATCK INTERNATIONAL
CF2929EY91	1993	008024	192.83	LARRY	HAMILTON
CF3721FW	1993	009943	585.38	JONATHAN	LEAVITT
2403190000	1993	049485	768.92	LITTLE	MARGOS
CF8491HK	1993	023798	210.15	PAUL	MCGRATH
2438270000	1993	051031	1,427.35	DON	MISKIN
CF1094HFE1	1993	056274	908.03	MICHAEL	MONTGOMERY
248135E007	1993	058365	452.37	P	MULVANY
2368000000	1993	048210	911.71	JOHN	ONEAL
246373E040	1993	029451	439.28		RANCHETTES UNLIMITED INC
T04557S690	1993	061040	4,490.76		THOMAS KINKADE GALLERIES INC
T04481S721	1993	059541	3,851.77	EMILY	URBICK
CF3641JN	1993	009729	567.71	BRIAN	VANBOCKERN
2352120001	1993	047672	2,408.29	TROY	BAILEY
2100740002	1993	041402	18,845.38		COMPOSITE GRAPHIC INC
2471300000	1993	052838	378.74		CONTRACTOR CONNECTION
2434820000	1993	050898	369.51		CORUS MEDICAL CORPORATION
2296800000	1993	045798	199.95	KEVIN	CREECH
CF3391EN	1993	009109	470.32	CHAD	DREESLER
CF4884KR	1993	013290	184.00	W	ELLIOTT
2402250000	1993	049460	195.36		FOX WOODLEE & ASSOCIATES INC
2390950000	1993	049132	2,480.02		HARRIS HAGAN CONST CO
0618800000	1993	037412	712.96	H	HUOVINEN
7085540000	1993	054727	351.20	KEITH	KILLGORE
2305010000	1993	046233	1,525.79	RODNEY	LANDCASTER
N7245B86	1993	035328	2,222.89	KEVIN	LEE
CF4563FRE1	1993	058033	1,337.73	DAVID	LUNDQUIST
2157860005	1993	055984	222.70		SELECT LEASING
2380510000	1993	048754	276.13		TUPITZA & ASSOC
2460180000	1993	052166	369.64	WILSON	VILLALTA
CF3282AL92	1993	008847	188.27	JACK	BEASLEY
T04512S711	1993	059662	2,384.25	RICHARD	BRYANT
2396630000	1993	049299	455.22		BURROWS COMPANY
2306130000	1993	046331	1,816.88	ERNEST	CASH
2440450000	1993	051119	1,073.24	SARA	DIAZ
CF8758AJE2	1993	057713	628.07	EARL	FALER
2453790000	1993	051793	475.22		GORDON HUBER INC
T04420S401	1993	059019	815.50	ANNE	LASS
2465430000	1993	052518	732.86		LOARDS ICE CREAM
CF8517GW	1993	023869	474.86	LINDA	MCCLINTOCK
CF3232HJ91	1993	008695	187.76	RODNEY	MARTIN
T04477S971	1993	060984	2,610.20	NOREEN	SADLER
CF4827NC	1993	013123	236.60	JAMES	WATKINS
CF2973FZ90	1993	008146	179.14	JANEEN	ZIMMERMAN
656-269	1993	028109	3,943.56	BOB	ALEXANDER
2453980000	1993	051806	804.31		BAY AREA WHOLESALE
2432120000	1993	050816	1,212.30		RIVER CHARLES DATA SYSTEMS
9017990000	1993	059999	377.23	JOYCE	STROUD
CF0931HH	1993	002783	585.20	JERRY	WILCOX
CF2134HW	1993	006074	187.83	LINDA	BILES
CF9917HA	1993	027637	280.65	WAYNE	BOYD
2463920000	1993	052427	307.50	MELODY	CMY
CF3954AF85	1993	010632	214.58	GARY	COOPER
CF5088GU	1993	013820	1,454.91	TAMMY	CROSBY
CF9267HP	1993	026046	351.04	DOUGLAS	JONES
T04918S420	1993	062288	652.68		LIBERTY CHILD CARE
2294220000	1993	045704	741.82	LEON	RENALDO
CF3406JS	1993	009141	841.52	WILLIAM	SHIRLEY
2198390000	1993	043184	6,789.89		ALLIED ENGINEERS INC

2218170000	1993	043698	177.37	DEBRA	ARBUCKLE
2270800001	1993	044939	704.27		CANANDAIGUA CALIF ACQ CORP
2461760000	1993	052268	361.04	TRACY	GANGWER
T05271S220	1993	061925	520.66	PEMCO LTD	SECTY OF HOUSING & URBAN DEV
T05272S370	1993	061930	413.83	PEMCO LTD	SECTY OF HOUSING & URBAN DEV
444572E000	1993	058377	491.42	MARGARET	HILL
2030980001	1993	040250	2,659.53	RALPH	HUBBARD
2396990000	1993	049309	217.48		JAPAN GREEN SYSTEMS
CF8254HY	1993	023057	448.55	GEORGE	LAWSON
2335260000	1993	046958	441.68		LEES QUALITY DETAIL
CF3812NB92	1993	010241	218.76		LION JET SKI BOUTIQUE INC
2299100000	1993	045886	1,099.94	DOUGLAS	MARSHALL
2419510000	1993	050239	1,842.90	CHRISTINA	MEAS
2416080000	1993	050016	828.10	LEASEMARK INC	NATIONAL WESTMINSTER BANK
2198890000	1993	043196	1,162.79		PULFORD PROCESS MACHINERY CORP
2424060000	1993	050420	1,059.72	KHAMMINH	RASAVONG
CF7564EG93	1993	034637	161.26	JAMES	RUTLAND
CF6136EC	1993	016641	836.74	MILTON	SMITH
2335530000	1993	046960	369.64		UNIQUE BARBER & BEAUTY SALON
3016650001	1993	053710	1,476.77		WEBB JEWEL
0035100000	1993	035726	532.17	ANDREW	ANDERSON
CF9451JW	1993	026487	686.53	RANDY	BARTHEL
CF8977JR	1993	025256	1,322.62	DENNIS	BELTRAN
2262300000	1993	044735	2,085.92	GUY	CAMERON
CF5584BR93	1993	015226	293.64	ANTHONY	CARDOZA
0294600004	1993	036568	365.39	WILLIAM	CRAIG
0294600010	1993	036570	374.64	WILLIAM	CRAIG
2433230000	1993	050855	728.30		DYNAMIC CITY REALTY INC
CF0524KR92	1993	001560	558.96	EUGENE	GURNEY
7087780000	1993	032722	2,739.24	JAMES	GUSS
CF8155GW83	1993	022773	285.10	GREG	LISLE
2453450001	1993	051751	624.83	MICHAEL	MILES
N4354A	1993	035152	8,807.44	GEORGE	SIMAN
T04453S761	1993	059383	739.52	MILDRED	STELLER
0561700009	1993	037288	859.84		VENDEX ENTERPRISES INC
9017500000	1993	059972	2,990.55	CAROLYN	WHITE
CF4741NE	1993	012886	827.90	DONALD	WHITE
2437890000	1993	051013	719.04	EARL	WHITE
CF2184KR	1993	006231	183.68	JAMES	WHITE
CF1389CVE1	1993	056311	582.54	JERRY	WHITE
2228430001	1993	043861	396.62		Y CLUB INC
2279720000	1993	045306	6,154.63	STEVEN	BABBITT
CF0757GK	1993	002245	205.47	RICKY	BOX
CF1749FJ	1993	005177	272.02	JIM	CAVALLAS
CF0411GR	1993	001224	267.47	GREG	CLARKE
CF4451GV89	1993	012042	232.56	MIKE	FOREMAN
CF8527HX	1993	055768	2,438.08	DENNIS	GREENBERG
CF4513AM92	1993	012206	153.13	FREDERICK	HAWKINS
CF3521AJ87	1993	009434	360.20	NC	HAWKINS
7092940000	1993	032835	271.56		HOWARD RUDY BAIL BONDS
CF7706GS	1993	021194	448.66	LEE	PETERSEN
7089360000	1993	032759	227.90	HARRY	QUILES
2137100000	1993	042023	2,833.54		RICHMOND TRAFFIC SERVICES INC
2421260001	1993	050307	356.34	BEN	BOLAND
N5481K	1993	035220	3,118.86	HIGH FLYERS CO	BUCHANAN FLYING CLUB INC
CF8453HG	1993	023669	386.36		COWELL RETREAT INC
CF3634FJ	1993	034220	161.26	JOHN	DARBY
2438090000	1993	051022	378.74		EACS ENGINEER ARCHITECTURAL
CF5933JV	1993	062003	426.58	MARK	JORDAN
2394110000	1993	049224	369.64		LOGANS FLOOR COVERING
0906300000	1993	038105	21,346.33	BEN	MOZZETT
3006980000	1993	053608	333.78	JO	OGDEN
XX0498	1993	027843	1,428.29	H	POOLE
T04360S171	1993	058223	265.00	MONTE	SOBRERO
2435470000	1993	050927	2,112.92	JOHN	BRUNO
CF8483JG93	1993	061676	214.54	PAUL	CAMPBELL
2409320000	1993	049693	804.79		COMPUTAG
CF2034CT93	1993	034045	360.18	MITCHELL	COSTA
CF6433JW93	1993	017357	170.22	KRISTINE	GONZAGA
CF7630JY	1993	020897	178.95	CLINT	GRAMBRUNO

CF4458GD87	1993	012066	196.57	CLINT	HERBST
0684200000	1993	037595	463.55	FABRIC	KAUFMANS
2387490000	1993	049016	849.31	RICHARD	KERNODLE
670-953E1	1993	059239	3,864.41		LEMOLO KALA INC
9017750000	1993	059986	3,475.06	RICHARD	MILLER
CF6517CT90	1993	017620	412.92	JAMES	NORTHRUP
7081800000	1993	056952	187.19	PALMER	SPELLMAN
CF7648KF92	1993	020974	250.05	JAMES	ROSEN
CF2361HF92	1993	061275	1,189.93		SAN RAMON PIPE
9020050000	1993	062263	1,282.50	JAMES	SERVICE
CF6415JX	1993	017308	867.89	EUGENE	SWOPE
2240840000	1993	044237	1,883.03		ALTO FIRE PROTECTION INC
2318950000	1993	046769	401.14		ANCHOR INTERMEDIATE ACADEMY
2384140000	1993	048886	1,075.22		BERKELEY INVES TECH INC
2352730000	1993	047700	1,489.86	TONY	ELCHERBINI
T04499S471	1993	059572	236.73		FLEET REAL ESTATE FUNDING CORP
CF7770JL	1993	021425	523.52	DANIEL	FREEMAN
2384390001	1993	048898	878.07		MERIS LABORATORIES INC
CF1094HF	1993	003256	412.84	MICHAEL	MONTGOMERY
CF4997GH	1993	013595	426.42	LEE	NELSON
2465460000	1993	052519	732.86	JOHN	POHLMANN
2461770000	1993	052269	8,733.18		SCAFFOLD MASTERS INC
2478320000	1993	053380	2,130.15	MOGHAL	SHABBIR
CF3422GJ	1993	009177	218.68	DAVID	SHAEFER
CF1954FS	1993	005629	197.07	JAMES	SIERRA
248135E033	1993	059214	9,125.72	EMILY	URBICK
2427000000	1993	050557	1,610.46	JOHN	VANDERPOOL
CF5076JH	1993	013792	801.64		WIDING THEODORE W
2236710000	1993	044072	306.98		WORLDWIND TRAVELS
CF2871CWE1	1993	059263	249.77		YES I CAN INC
T04080S470	1993	057252	239.52	YIK	YEUNG
CF6229FY	1993	016868	227.72	TERESA	ZATARAIN
CF5721GF91	1993	015606	364.65	MICHAEL	BROXSON
CF9390FW83	1993	026348	1,022.08		CARTERS CALIF INC
2305340000	1993	046286	651.85		COMPLETE FINANCIAL SVC INC
2395800000	1993	049277	1,010.73		DEVSTAR INC
0363600000	1993	036732	1,242.51	JAMES	DOLHANYK
CF7067KS	1993	019036	210.15		FIPPS
9020560000	1993	061093	468.34	FRANK	HENNINGS
CF7918FD92	1993	022029	620.74	R	MCCOLMAN
CF5498JM	1993	014940	364.40	JOHN	MOCK
T04317S121	1993	057821	203.70		PINOLE HOMES - 88
T04551S610	1993	061034	2,085.13		PRESIDENT TUXEDO
CF7008NF	1993	018907	356.12	TERRY	ROLOFF
CF4275JG	1993	011551	1,370.57	TONY	STAVJANIK
2041120000	1993	040388	2,215.79	JEFFREY	STUELKE
CF0889CZ93	1993	033898	1,357.81	MICHAEL	WILSON
2378650000	1993	048675	2,211.33		APPLIED TECH & INFO SVC
CF2842GV87	1993	007837	188.00	STEPHEN	BAKER
2249700000	1993	044475	581.21	JOHN	BANNING
CF9078AD88	1993	025499	311.48	DAVID	BANWELL
CF4533FD92	1993	012267	280.70	FRED	FREITAS
3013800004	1993	053667	2,526.81		GOLDEN GATE CLUB INC
CF3783NB	1993	010130	170.16	CHRIS	HUMMELL
2414400000	1993	031617	165.73		ICR
CF6385AX90	1993	017228	2,072.53	KATHLEEN	KUNZE
CF7015GN83	1993	018924	2,072.82	DONALD	MILLER
2435610000	1993	050931	723.37	STEVE	OBRIEN
CF1251EF91	1993	003727	316.07	CHARLES	OSWALD
CF2302FFE1	1993	056336	407.04	FRANK	SAYRE
2462930000	1993	052341	163.49		ALS PROPERTIES INC
2411290000	1993	049764	163.62		ANTARES RESOURCES CORP
7095460000	1993	055078	315.89	WILLIAM	BING
2373300000	1993	031389	5,083.32		BIO VISION INC
2428360000	1993	050631	454.88		CONTI GLASS INC
CF3480BC89	1993	009323	315.78	DONNA	EVANS
CF9869KY92	1993	027534	245.26	DAVID	HARRINGTON
CF7193JB	1993	019421	924.94	GARY	KIDWELL
2205020002	1993	043353	1,099.90		MONEYWORTH WATERMELON ADV INC
CF8585GF	1993	024076	157.53	LESTER	MYERS

2332920000	1993	046892	443.88		PHOENIX SERVICE CO
2250690002	1993	030823	1,321.95		REAL ESTATE EVALUATION GRP
T04570S190	1993	061048	1,187.77		W A V INC
2407550000	1993	049629	190.77		WAVELENGTH COMMUNICATIONS SYST
2391030001	1993	049135	1,776.63	SUSAN	WOLFE-MILNE
7036830001	1993	053978	545.66	FRITZ	ALLEN
444564E000	1993	057925	2,088.75	MARY	BACH
CF0588JM	1993	001749	509.91	CHRIS	BUXA
2083480001	1993	041133	271.57		BW GOLF ENTERPRISES INC
2434210000	1993	050886	2,129.95		GENESIS MFG INC
2296010000	1993	045748	1,041.69	RONALD	HARRIS
CF4264FB87	1993	011505	196.97	ROY	HENRY
2338930000	1993	031185	3,241.88		K G RETAIL STORES INC
T04455S741	1993	059389	376.01	CLARA	LICHTI
2401430000	1993	049435	156.98	JAMES	MCINTOSH
CF2949HC	1993	008072	1,538.39	BILLY	ROWLAND
CF8174FF	1993	034700	4,312.45	MARSHALL	SHAW
T04242S381	1993	057266	787.31	ALMA	SMITH
CF2343JC	1993	006633	245.46	JAMES	SPURLING
2471730000	1993	052861	285.02	JOE	ANDOLINA
CF9399KJ	1993	026370	1,008.82	HARVEY	ANDRES
XX0522	1993	027850	337.81	BILL	BENTLEY
T0334S1756	1993	056525	6,720.27	JAMES	BLAIR
2068970000	1993	040913	324.57	KEITH	BOWE
6036380300	1993	053790	2,041.28	ELBERT	COOKS
CF9926CC	1993	027665	223.17	MARVIN	COTTON
2196420000	1993	043154	205.81	LINDA	DORN
2154230000	1993	042319	2,793.61		FONTAINE & ASSOCIATES INC
2462860000	1993	052336	2,121.61		FOOD PLUS INC
T05272S330	1993	061929	151.79	PEMCO LTD	SECTY OF HOUSING & URBAN DEV
CF4991HT92	1993	013575	699.82	BOB	HEBENT
2148620000	1993	030500	700.04		J S P CORP
CF9378FR79	1993	034840	422.12	MARK	LEHFELDT
2354470001	1993	047768	2,171.05	FELISBERTO	PEREIRA
CF9616EP92	1993	026899	334.01	MATT	SMITH
2430890000	1993	050770	710.71		SULLEN BEAUTY SUPPLY INC
2147770020	1993	042223	9,186.73		WINDRANCH PARTNERS III
2291110006	1993	045603	1,162.07	ABDO	ALWAREETH
CF9384CW91	1993	026330	187.87	BROR	BORJESSON
2101190002	1993	041412	5,163.41		CENTAUR FINANCIAL SERVICES
2224660001	1993	043808	1,091.27	DIXIE	CHICARILLI
2443230000	1993	051216	257.49	LAWRENCE	COHEN
CF9065JK91	1993	025470	355.76	KATHRYN	GRAVES
7060370000	1993	032417	530.01	ROBERT	GRAVES
7092430000	1993	054980	920.35		J A WILSON GRAPHIC
2439970000	1993	051101	15,299.23		LISBON BACKHOE SVC INC
2320970000	1993	046816	4,124.86		M S A ENGINEERING INC
CF3515BR86	1993	009414	245.34	BRUCE	MAGNUSON
2428780000	1993	050657	514.60	JI	PARK
CF7021JA	1993	018935	413.03	RONALD	PLEECE
2470640000	1993	032136	1,816.90		PRAESUM INV INC
7061990000	1993	054206	223.05	SUSAN	REESE
CF0801JK	1993	002396	1,018.12		ROBERT MOORING INV INC
2466150000	1993	052560	3,918.11		VIP BUSINESS SVRS
2415810000	1993	050001	3,438.52		WINGATE SYSTEMS
2261300000	1993	044718	1,292.42	EIMAN	ABU-SAFIEH
2063930003	1993	040743	504.57		AMERICAN WEST REALTY & INVEST
CF0458GM89	1993	001380	1,419.42	MILLER	BLANDFORD
CF1336KA	1993	004003	166.14	KIM	CRAGO
T04438S020	1993	059498	405.45	MAS	GOTO
CF1278AH92	1993	003820	258.49	ROBERT	HOWARD
2392930000	1993	049197	262.88		NEDS ICE CREAM
CF6266GZ92	1993	061530	214.54	PETE	NEGRON
2229880001	1993	043894	5,266.54		PLEASANT HILL LADY SPA
CF5956FL	1993	016135	166.14	LINDA	PROUT
2442360000	1993	051186	929.60		SHEPHERD CANYON DEV CORP
2426790000	1993	050544	191.02	BEATRICE	TAYLOR
CF9780FH90	1993	034881	836.94	RICHARD	WALDIE
7078450000	1993	055651	227.90	RICHARD	WALDIE
2411720001	1993	049782	223.57	JAMES	WILLIAMS

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

T96284M025	1993	061891	4,762.53		HOUSING FOR INDEPENDENT PEOPLE
CF0162JG	1993	000523	572.12	JOHN	KISS
2297260000	1993	045809	501.54		L D L C INC
CF7775JW	1993	021452	585.51	MARTIN	LAVIN
0802800000	1993	037886	2,081.08	DANNY	MANFUL
9020350000	1993	060104	337.84	MARY	MAYEUX
2355400000	1993	047800	1,212.30		PHANTASIES UNLIMITED
CF8405FK92	1993	023509	2,138.71	WILLIAM	PRICE
2244800000	1993	044353	1,857.57	WILLIAM	REISER
2240050001	1993	044175	1,414.05		TWIN DRAGONS SHAOLIN KENPO INC
CF7972GN	1993	022205	209.87	PHLLIS	ANDERSON
2199250001	1993	043208	943.51		AQUILA TRAVEL SERVICE INC
2446490000	1993	051322	378.74		AWAKENED HEART
0072700001	1993	035859	386.60	RACHEL	BALDOCCHI
CF7919ER	1993	022034	205.55	ISSAC	BRUNSON
2470590000	1993	052797	374.65		DANCO STEEL CO
7081700000	1993	054638	218.87	KEN	DOUGLAS
0410180000	1993	036854	392.31	CHARLES	ERICKSON
2378860001	1993	048684	858.11	ANDREW	EYTH
T04222S431	1993	055873	20,465.38	RICHARD	GREY
CF4260EM91	1993	011486	514.45	JEFF	HARRISON
0593900001	1993	060232	5,782.72		HIGHER HEIGHTS CHRISTN SCH INC
CF7842JR	1993	021750	700.30	WILLIAM	HILES
2225830000	1993	043827	280.20	GERALD	INGRAM
CF0052NG	1993	000151	271.83	ROBERT	JOHNSTON
7093980000	1993	032934	342.61	G	MAAMRI
CF4941AF87	1993	013435	175.03	SEAN	MCFARLAND
CF4297GF87	1993	011605	1,260.25	DONALD	RICE
2391730000	1993	049161	232.20	EDGAR	SIMONS
246373E052	1993	033755	1,957.84	JOHN	SYKES
2445730000	1993	051298	1,741.59		ANCHOR ROOFING
2429580000	1993	050698	486.21	BARBARA	BOYLES
244773E000	1993	056836	9,522.97		BUILDERS COST DISB & EVAL
CF1274HL93	1993	029481	496.99	ADRIAN	CARR
2435130000	1993	050911	723.56		GROUND WATER RECOVERY SYS INC
2453830000	1993	051795	1,073.24	JOHN	HERRON
2371320000	1993	048380	2,130.15	JOHN	MCMAHON
CF4635AJ93	1993	012559	228.09	ALBERT	REYES
T04410S421	1993	061109	614.00	PEMCO LTD	SECTY OF HOUSING & URBAN DEV
CF4052GZE2	1993	058875	289.31	JACK	SMITH
CF5282SB	1993	034404	369.31	CYNTHIA	SOLORYANO
2366730000	1993	048159	3,536.93	LAWRENCE	SPERGEL
CF0388CC90	1993	001156	1,048.55	VICKIE	VOELKER
CF3865NBE1	1993	056391	213.45	ROBERT	BAILEY
CF8535HG92	1993	023926	1,904.67	WOODY	BROWN
2473790000	1993	052948	378.52		C&C BEAUTY SALON
9018910000	1993	060032	684.85	BILLY	DYE
CF1757HF	1993	005199	4,389.24	W	ELLIOTT
2385350000	1993	048933	364.31		GEOSTONE INC
CF6933GJ93	1993	018709	245.09	MARILYN	KLEMM
2217580003	1993	043688	3,528.59		LAND OF NEVAWUZ INC THE
2312830001	1993	046567	1,842.71	KELLY	LEE
CF2637GDE1	1993	056346	231.07	ZOE	MALOAN
9017640000	1993	059979	489.89	DOUGLAS	MAXWELL
CF9619GF92	1993	026907	210.04		MCCOOK CD
2374250000	1993	058320	8,692.69	JQVAD	MORTAZAVI
2380610000	1993	048758	450.57		NEOGRAPHIC
9020420000	1993	060136	689.07	RAYMOND	SMITH
CF2594AH93	1993	034102	373.18	MARINE	AMENT
CF7297HV	1993	019733	514.44	KATHY	BAKER
CF1890GDE3	1993	055230	152.64	DARREN	DOBSON
247240E000	1993	056130	372.58	SHELLEY	ESSLEY
2389350000	1993	049073	723.37		GREATER BAY INSURANCE AGCY
CF1664HD89	1993	004924	236.99	RICHARD	JONES
948-295	1993	028227	1,190.07	JAMES	KEE
CF5565HL90	1993	061479	708.73	JAMES	LATHANN
7066410000	1993	054279	298.61	THOMAS	MCCAULEY
2378110000	1993	048661	1,007.40	TERESA	MOORE
CF5416CD91	1993	014702	1,521.14	BRUCE	RICHMOND
CF0886ED93	1993	002655	187.95	DAVID	SAND

CF8150KS	1993	022755	267.84	DOUG	SOFGE
2405320000	1993	049562	1,821.33		VIDEO CLUB
CF4321AH88	1993	011685	360.50	THOMAS	WILLIS
CF4451GG81	1993	012040	792.54	ERNEST	BLODGETT
CF1729GV85	1993	005119	179.55	DOUGLAS	BOOSTROM
2479250000	1993	053488	1,750.08		PANGELINA TITLE WORKS INC
2091210000	1993	041270	2,363.69		PROFESSIONAL BENEFIT CONS INC
T04264S361	1993	057789	514.23	PEMCO LTD	SECTY OF HOUSING & URBAN DEV
1261000000	1993	039186	2,094.99		SURE-FIT DOOR COMPANY INC
2157460000	1993	062081	1,216.83	VAHAN	UZUNCAN
2432430000	1993	050829	594.11		V K TECHNICAL SVCS INC
2219950000	1993	043725	682.54		W H FRANK CO LTD
2115080002	1993	041631	727.95	FRANK	WOLTER
CF7151EZ93	1993	034585	871.78	JARAE	ALLEN
CF0424AG88	1993	001258	165.93	LINDA	BARRERAS
CF0469FX93	1993	001400	157.00	JOEY	COOPER
2373830001	1993	048494	3,771.78		COURTNEY ENTERPRISES
CF2550GD	1993	007098	152.53	COLUMBUS	COWAN
2313120000	1993	046573	6,229.56		ENVIRO TANK INC
2468970000	1993	052702	235.23		FOTO DATE OF WALNUT CREEK
CF6836KO93	1993	034558	298.72	ALAX	GILLILAND
2372490000	1993	056761	2,067.45	JOHN	HANNAH
2474950000	1993	053028	2,533.80		LOS GORDOS
CF5349JU	1993	014534	369.39	MICHAEL	MATTESON
2475640000	1993	059716	1,076.08	NICOLAS	MOOMARI
2467380000	1993	052621	732.86		MORRIS LAB INC
CF0404NA	1993	001205	183.68	WENDY	MORRIS
CF5119GT93	1993	013902	192.82	PATRICIA	NAGEL
2357330001	1993	047864	276.13		U-HAUL NEIGHBORHOOD DEALER
CF3786AM85	1993	010138	236.76	MELVYN	WALTON
CF5132KB	1993	013943	236.69	SEAN	WILKINS
7061080000	1993	054187	841.06		ALLIED ENERGY CORP
2257230000	1993	044646	6,429.73		BARBER BROTHERS
2380710000	1993	048762	276.13		BENTLEY ENTERPRISES
CF0574JM93	1993	001702	510.37	MICHAEL	BOWEN
9019920000	1993	060074	767.19	ALBERT	CLIFTON
CF0866HBE1	1993	058638	772.00	DAN	COLLINS
2190700001	1993	043034	3,149.77		DIABLO GRAPHICS INC
CF5859EA91	1993	061501	810.63		FABRICATIONS UNLIMITED
2256710000	1993	044638	719.04		JOHNSON SALES INC
2461630000	1993	052259	598.19	JAMES	PARKER
CF1641GV92	1993	004866	1,516.00	JOSEPH	ROTH
2432770000	1993	050841	253.56		ART CONNECTIONS
2263260010	1993	044752	506.06		C I S CORPORATION
2250140000	1993	044481	607.60	DON	DONALDSON
7092530000	1993	032795	227.90	MARCUS	DYKES
CF4876KR92	1993	013271	161.52	KENNETH	HOLCOMB
7093820000	1993	032918	333.45	GRANT	HUGHES
2342530000	1993	047347	7,587.21		INNOVATIVE GROUP LTD THE
2453690000	1993	051785	3,165.72	DR	ROBERTS
CF7640AH88	1993	020934	285.52	BOB	SCOTT
CF6793KO	1993	018339	638.51	ANTON	SIMEK
CF6725YB	1993	061556	387.02		SSS RENAISSANCE SHIP DELTA SEA SCOUTS INC
2297140000	1993	045806	2,045.92		B-G MANAGEMENT INC
CF7777EY92	1993	021461	284.87	ROBERT	CORDOVA
2176080000	1993	042625	1,357.50		D&D DEELUX INC
CF7737JF	1993	021282	303.13	CHRISTOPHER	DICKMAN
5004740000	1993	053744	2,059.34	FOREST	EMMONDS
CF0566FX84	1993	001675	223.73	G	FAKOURI
CF8708GH84	1993	024425	206.00	VALERIE	FREDERICKSON
7084020000	1993	055652	395.15	DENNIS	GREENBERG
CF3736FW	1993	009985	294.28	RICHARD	MCCAMY
CF1861EM88	1993	005429	166.25	ARLEEN	MEADOWS
2416690000	1993	050072	1,212.30		MINERVA'S OWL BOOKS
0993200000	1993	038349	9,853.76		PELAFOAM INC
2439940000	1993	051099	159.65		RESTORATIONS BY RIOS
CF7698AE88	1993	021154	280.57	ROBBIE	LAWRENCE
CF1591NE	1993	004739	302.76	ROBERT	SCHACTER
2457510000	1993	052001	177.14	RICHARD	THOMPSON
CF2215NB	1993	006320	179.52	JANE	VEILE

CF7052KS	1993	019005	210.17	MARK	WHITE
2474940000	1993	053027	1,095.76		3-D MOBILE AUTO REPAIR
2379660000	1993	048719	978.98	GRIGORY	ABOZSKY
7009590000	1993	053912	1,904.62		CROW CANYON LUMBER CO
T04569S450	1993	061047	407.86	DAN	DONOHO
2443830000	1993	051238	232.30		DONS PLUMBING INC
2181960000	1993	042873	1,068.97	GEORGE	FRAZER
CF2108EWE1	1993	058000	386.80	GENE	HARDING
9017490000	1993	059971	1,785.08	SANDRA	HERRERA
CF0690JY	1993	002036	488.05	GEORGE	HOLLINSWORTH
2147830000	1993	042233	1,655.85	HARPER	LAVOISER
1132000001	1993	038761	18,410.07		LEE SAYLOR INC
CF9812KR	1993	027394	153.13	STEVEN	ROMPEL
CF5117GZE1	1993	033333	545.45		S/H YACHTING CENTER
2333050000	1993	046894	652.25	DELIGHT	SHEAR
2295040000	1993	045724	741.82		SPECTRAL INSTRUMENT
CF3805FV	1993	010207	390.76		HERCULES RESEARCH CORP
CF0088FW	1993	033817	241.13	RITA	HOFFMAN
7094000000	1993	032936	227.95	JOHN	MABRY
2296930001	1993	045800	1,675.48	JAMES	MCGUIRE
2469130000	1993	052711	235.23	PETER	MUTKE
2439460000	1993	051085	217.30		MUTUAL BENEFIT TRAVEL ASSOC
7048960000	1993	059729	24,627.14	KLMN LTD	NORTON WESTERN LTD
2459680001	1993	052135	826.44	TIONG	ONG
CF1160GE	1993	003429	170.47	GARY	RAYBURN
2242830001	1993	044286	651.11		SAN PABLO HEALTH CLUB INC
2458820000	1993	052090	374.38		SERVICE AMERICA CORP OF DE
246373EE52	1993	033740	1,070.42	JOHN	SYKES
CF5764HJ	1993	015696	307.20	DOUG	TEMPLE
2445620000	1993	051295	1,418.08		WASSON ENTERPRISES
CF2485HC92	1993	006964	249.72	SHANE	BOOKOUT
2429810000	1993	050708	719.31	TEOFIZO	BUGARIN
CF1921JM	1993	005569	1,040.08	DONALD	GOFF
2352240000	1993	031261	1,477.10		KAYCO FIRE PROTECTION INC
2116600000	1993	041667	378.74	JOHN	KING
CF3319KO	1993	034182	223.36	PAUL	LEAVER
CF1059JV	1993	003159	175.18	ANDI	MERCER
CF0124KSE1	1993	057431	475.28	FRANK	RETZINGER
2031980002	1993	040262	1,776.63		ROBERT AYREN CO
CF5195KR	1993	062266	280.88	MIGUEL	RODRIGUEZ
CF1820JK	1993	005347	338.43	DON	SITZMANN
1279000026	1993	039270	818.87		TELAUTOGRAPH CORPORATION
248135E049	1993	059598	2,290.48	JACK	WILLIS
CF8325ER	1993	034726	360.18		YES I CAN INC
0007100009	1993	035649	1,202.94		A M INTERNATIONAL INC
2471820000	1993	052863	379.07		BERRYHILL LTD
2260520001	1993	044702	5,845.86		BLUE CHIP COOKIES INC
CF0301ED88	1993	000939	399.79	ALAN	BRADSHAW
7087960000	1993	054780	280.72	WOODY	BROWN
CF1754JX	1993	005191	497.05	STEVEN	CHI
CF6910CJ78	1993	018635	267.50	FRANKLYN	COSGROVE
T04410S321	1993	058992	207.49		CREATIVE LAND DEVELOPMENT
2055050000	1993	040625	732.86	MARJORIE	HAYES
CF9096GC87	1993	025573	739.81	KEN	HICKMAN
2371760000	1993	048410	1,422.30		KPS ENT INC
2454190000	1993	051822	8,581.85	SUSAN	LIN
CF4036EA89	1993	010844	267.81	LISA	MOORE
2457380000	1993	051998	187.97	BRITTNEY	NORMAN
7084210000	1993	056953	191.80	ROLAND	PINNELL
2334750000	1993	046945	365.34		PINOLE MARTIAL ARTS CNTR
1084500001	1993	038591	410.55		RIMOCO INC
2292560001	1993	045655	258.99		WILLIAM COSTANZO INC
T04231S131	1993	056543	2,186.51	MARJORIE	BURNS
2401050000	1993	049420	168.19	JOAN	CARLEN
CF0543GRE1	1993	056984	761.35	GUY	DEJONG
2387250000	1993	049003	517.80		ENGLAND STRIPING CO
2300140000	1993	045917	2,480.02	KENNETH	ESTES
2415160000	1993	049943	279.94	THAT	LOC
CF0985JU	1993	002947	161.91	STEVEN	MATTOS
2312230000	1993	046521	356.15	STEVEN	MERTES

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

2462920000	1993	052340	741.82		PLANT & POTTERY GREENHOUSE INC
2292060000	1993	045639	159.40	PAUL	SEAMAN
2377250000	1993	048630	276.13		BAY AREA TELECOM
CF4775GK90	1993	034343	2,036.95	DOUGLAS	BOOSTROM
444596E000	1993	059468	969.17	ARLETTE	BRINK
CF6807CP91	1993	018372	355.57	PAUL	DUNZWEILER
CF2278JRE2	1993	058835	910.55	EDWARD	EVANS
CF7049KS	1993	018996	293.96	CLYDE	HAAS
CF4822SC	1993	013107	174.69	TAMMY	HAMPSON
CF9016GY91	1993	025364	325.15	BRIAN	HARRINGTON
CF7378FX85	1993	019977	201.05	DONNA	HENDRICKS
0591900000	1993	037352	536.47	KENDALL	HEWITT
CF8063HP91	1993	022459	651.76	KERRY	OHARE
246373E033	1993	029445	240.75		RONDAR INVESTMENTS
CF5928HNE1	1993	058061	243.02	RICHARD	STEVES
CF4971CD92	1993	013518	258.80	JOHN	VARGAS
2471420000	1993	052843	369.51		WESTINGHOUSE
CF1653KA90	1993	004904	390.99	LESLEY	ALLEN
2424620000	1993	050442	5,243.67		BLAZING STAR CORP
CF0784JW	1993	002322	175.11	CHRISTOPHER	DARRIN
CF5426ENE1	1993	058685	311.00	JESS	GREEN
T04918S430	1993	062287	792.60		LIBERTY CHILD CARE
CF7239HW	1993	019572	518.66	GARY	MAKEL
9020150000	1993	060090	960.03	ROBERT	RICHARD
CF1553HE	1993	004638	563.03	ZEBEDEE	SMITH
2207680002	1993	043473	430.87		TECHNOLOGY FINANCE GROUP INC
CF1697JE89	1993	005026	267.52	SEAN	YOUNG
XX0380	1993	027828	3,943.56	JAIME	ZUBELDIA
7094540000	1993	061970	188.44	STEVE	ZUMBRUNNEN
2470390000	1993	052784	374.65	EGHTESADI	ABBAS
2127650002	1993	041875	3,595.79		ALAN L BURKE DC INC
695-504	1993	028151	3,188.86	ROBERT	CARNES
2348540001	1993	047543	8,807.41		DIABLO LEASING CORP
CF1468GV	1993	004418	201.42	JAMES	EICHHORN
2432540000	1993	050835	777.24		ENDICOTT WATER TRUCK RENTALS
2428350000	1993	050630	454.88	GARY	HALE
2371350000	1993	048381	3,107.45	LARRY	HARTINGER
CF9061HY93	1993	025459	320.33	DOUGLAS	MARSHALL
CF4592GM88	1993	012441	214.20	STANLEY	ODEN
2342220001	1993	047335	1,059.72	ZELLA	OVERSTREET
7082010000	1993	054650	232.22	R	REYNOLDS
CF1183NF	1993	003491	214.64	DAVID	ROBERTSON
7077230000	1993	054498	345.76	JOE	ROTH
2400430000	1993	049401	575.91		SPRING HILL INC
2277050000	1993	045173	329.23		UNITED EQUIPMENT LSNG CORP
2277050001	1993	045174	395.67		UNITED EQUIPMENT LSNG CORP
2320240000	1993	046796	297.98	ANTHONY	WALKER
CF0031JD88	1993	000083	285.51	YOUNG SHIRLEY L	YOUNG THEODORE M
2450220000	1993	051517	199.20	JESSE	BROADHEAD
2443110000	1993	051211	2,332.93		EXERCISE DEV CORP
CF0548GE93	1993	033870	223.36	MARK	FERNANDEZ
2411530000	1993	049775	2,009.63		INNOVATIVE IMAGES
CF9835KC	1993	027456	408.82	MICHEAL	MCCARVER
2464240000	1993	052448	410.55		MOORE H L USED CARS
CF1948HC	1993	005616	589.95	LINDA	PAVLAKAVIC
CF3137GJ	1993	008485	757.21	GARRY	RIFENBARK
CF6145ES	1993	016660	170.72	THOMAS	SMITH
2412730000	1993	049815	235.04	THIN	TO
0561700006	1993	037285	2,223.64		VENDEX ENTERPRISES INC
0561700008	1993	037287	603.92		VENDEX ENTERPRISES INC
CF8983JR	1993	025277	607.69	JOEL	WARNER
CF4123HP90	1993	011087	178.97	MARIA	WARREN
CF1074GC86	1993	003199	192.23	BILL	BAUMGARTNER
2134050000	1993	041973	284.63		CALIF INTERIOR LDSCP DESGN INC
CF8067ER	1993	022471	673.62		CALIF R V
CF1264FA	1993	003770	2,800.94		D'IPPOLITO MARY
2223430000	1993	043787	790.70		DATATEX INC
CF1173GM	1993	003456	254.32	BRIAN	MINIX
CF3824CJ91	1993	010276	646.88	LEE	PETERSEN
0069700004	1993	035855	3,389.67		ROSS MECHANICAL GROUP INC

1141660000	1993	038785	400.81	VERNON	SCHULTZ
2410280000	1993	049728	2,165.13	CHEN-CHUNG	TSAI
CF3539AJ88	1993	009502	615.97	ANN	WERNER
CF3621NB	1993	009685	183.41	ROCCO	BUCCELLATO
CF4749GP	1993	012907	3,065.85	GEORGE	CASTOLOUPES
2379010000	1993	048692	1,082.05	TERRI	CONLEY
CF6126EG90	1993	016613	156.81	MICHAEL	HARDY
CF3808NB	1993	010220	214.52	ROBERT	HARGITT
CF1426KA	1993	004279	218.64	ROGER	HUKOM
CF7968HJ	1993	022192	391.29	PAUL	JENSEN
7094780000	1993	055010	333.90	ANTOINE	LYLES
CF1566HE92	1993	004676	298.67	EILEEN	RICCI
7072860001	1993	032504	280.40	MICHAEL	RINGWOOD
2448200000	1993	051396	373.38		STANICH DESIGN GROUP
CF0801NA	1993	002399	183.68	RICH	TARANTINO
T04219S650	1993	056541	283.86		TRIGON
7084330001	1993	032621	391.39	JEAN	WALKER
CF3990AK86	1993	010735	311.41	INGRID	ABBOTT
2313390000	1993	046578	157.41	BOBBIE	BLACK
7085930000	1993	054744	245.14		BRONC BUSTERS
CF1594AV92	1993	033989	289.94	MIKE	CADREAU
2453090000	1993	051722	2,743.12		CENTURY 21 BROADWAY REALTOR IN
2340820000	1993	047224	329.39		COLEMAN CO
CF8716KC	1993	024461	152.74	PAUL	COLEMAN
CF2113JK	1993	006016	925.08	JAY	COLEN
CF3706FW84	1993	009902	231.90	VINCENT	GASAWAY
CF1636HR	1993	004851	903.15	STEPHEN	HAIGLER
CF4767CW	1993	012956	209.94	JOHN	HANSEN
CF8962GE93	1993	034794	1,287.09	MARC	HENSON
2166000000	1993	042494	2,878.81	DANIEL	HUEGI
CF6875GA	1993	018534	307.13	CHARLES	INMAN
2473450000	1993	052924	414.70	VIEGE	LE
CF9854GR	1993	027497	302.99	EARL	MCKEAGER
2419070001	1993	050216	1,426.76	AL	SMITH
2425960000	1993	050498	172.41	KATHLEEN	THOMPSON
2468710000	1993	052687	177.14		AGUILA TRAVEL SERVICES INC
2470040000	1993	052769	378.74		COBBLER SHOP
CF6321JF	1993	017089	1,264.60	JOHN	DESTEFANO
2294440000	1993	045710	2,806.95	DANIEL	MOODY
T04422S851	1993	059026	663.32		MULLIN A E CONSTRUCTION TRUST
2074930001	1993	041025	2,500.89	KENNETH	NALL
2031980001	1993	040261	2,498.10		ROBERT AYRES CO
CF7432HW	1993	020145	165.79	DOUGLAS	STEWART
9017660000	1993	059981	316.26	DONNA	WELLS
CF1985HC91	1993	005693	1,384.43	GEORGE	WILLIS
2160470002	1993	042410	2,533.80	LORON	AUSTIN
2160470000	1993	042409	2,533.80	LORON	AUSTIN
7062480000	1993	054218	814.55		EPEC INC
2334630000	1993	046943	1,405.09		FIPPS & SONS CONST & INT
9017520000	1993	059973	1,603.02	JUNE	HODGE
2389360000	1993	049074	1,073.24		HRI GRAPHICS
2401150000	1993	049425	428.22		J & D CUSTOM HOMES INC
2422490000	1993	050361	1,073.24	HOKEUN	LEE
2441360000	1993	051151	307.00	TIM	NORMAN
CF4085BR90	1993	010981	285.52	DANIEL	PARKS
CF3640HWE1	1993	055298	214.23	JIM	RATTO
7095710000	1993	055103	324.99	W	SELB
CF1218CB	1993	003617	276.66	JERRY	SUTTEN
2430210000	1993	050727	2,408.29	NICHOLEEN	TAYLOR
CF0848FN92	1993	002540	165.79	DAVID	BRYANT
2458400000	1993	052067	369.68	LAURA	BRYANT
CF9756KR	1993	027267	655.92	GENE	BURRUS
CF7660GF93	1993	034653	863.50	CHRISTIE	COUNCIL
CF5706JU	1993	015566	1,657.64	FREDERICK	DAVIS
CF3856FP88	1993	010371	395.39	VERLA	GILBERT
2353920000	1993	031277	1,754.77		HINDS REAL ESTATE INC
CF3438JN	1993	061350	351.60	DAVID	MILLER
CF0070NHE1	1993	056225	218.21	SHAWNA	OBRIEN
2466510000	1993	052584	379.07		PHOTOGRAPHY BY DESIGN
9018020000	1993	060000	1,026.86	RONALD	STORRS

CF7663GJ87	1993	021033	170.51	GEORGE	STOVER
XX0487	1993	027840	894.40	BILL	VARBLE
CF9989ND	1993	027793	170.49	RICHARD	ANTHONY
1371800003	1993	039626	3,409.63		CHARLES E WARD MNGMT INC
2384180000	1993	048889	190.75	JOHN	EVANS
7075630001	1993	054471	170.33		HAN-LI MARINE TERMINAL INC
CF1024GA90	1993	003069	364.78	ANTHONY	KORJENEK
7080930000	1993	056949	543.24	CHRISTOPHER	KUZDOVICH
CF7481BN89	1993	061612	245.59	FREDRICK	LONG
T04396S231	1993	058528	529.36	JOHN	MAZALIC
2442980000	1993	051203	723.37	LANE	MEMORY
CF5883CME1	1993	057602	628.33	GARY	MEYER
CF2204JK	1993	006292	722.30	JOHN	OKENDO
CF1499EV87	1993	004505	320.31	JAMES	BONNELL
2373380000	1993	048480	369.85	SHARON	FELICIANO
7096030000	1993	055135	218.87	CHRISTOPHER	MERRICK
2362930000	1993	048044	1,426.76	AN	NGUYEN
2417230000	1993	050101	454.80		SUCCESSFUL JOB SEARCH INC
CF5755FM	1993	061493	280.80	FLOYD	WHARTON
T04223S271	1993	055877	179.03		WILIAM ROBERT COMPANY INC
CF3330AG89	1993	008968	179.61	H	WYNN
CF3636ED93	1993	055714	231.42	STEVE	ZUMBRUNNEN
CF6705JF	1993	018093	153.00	DAVID	ANDREWS
246373E047	1993	033750	3,626.43	ROMAINE	BICKELL
T04227S341	1993	055889	2,234.99	ROMAINE	BICKELL
2461220000	1993	052232	289.42		CANDYMAN CANDY STORES INC
2351120000	1993	047634	2,408.29		CHELSEAS YOGURT
CF4229HS89	1993	011400	571.96		DISSTON LEEDS
9018360000	1993	060016	1,499.22	KELLY	ENEA
CF3426AH92	1993	009190	152.73	SILVA	FRANK
CF7921FDE1	1993	057671	1,384.60	MELVIN	GANN
2041390001	1993	040396	1,637.41		LAY RIP
CF2870JR	1993	007898	1,291.40	GARY	LOZIER
217276C007	1993	060279	655.00		10TH STREET INVESTORS
2470190000	1993	052778	753.29		BAY TRADING CO
CF9081HN92	1993	025511	179.52	MICHAEL	BURKE
2232840000	1993	043937	717.88		CHILD ASSULT PREVENTN CCC INC
CF5231FY	1993	014193	241.28	WILBUR	GLENN
2009020000	1993	039989	2,408.29		HILLS STEAM CARPET CLEAN
7078250000	1993	032550	236.49	GARRY	RIFENBARK
2399870000	1993	049384	719.31		SHARONS SECRETARIAL SVC
2272820002	1993	045023	218.62	BRUCE	SHIPMAN
2383490000	1993	048867	280.15		ST JOHN FINANCIAL CORP
CF0582NA	1993	001729	214.82	VAN	AN
0561700003	1993	037284	485.63		VENDEX ENTERPRISES INC
CF9858NE	1993	027505	359.97	ANTHONY	ANNIS
CF1333KA	1993	003994	166.14	KIM	CRAGO
2089980001	1993	041244	479.71		DATA LEASING CO
2356330000	1993	047832	226.80		DELTA PET SUPPLY INC
CF1582CL91	1993	004714	276.63	HANS	LEENDERS
256-68382	1993	027880	501.57	DANIEL	LEVCHUCK
CF6965KS	1993	018794	183.31	CARL	MASON
CF7820HB	1993	021655	3,462.63	ALFRED	MEADOWS
2469780000	1993	032127	474.99		MINNESOTA MUTUAL
T04395S971	1993	058525	285.76		PLATTE VALLEY FUNDING L P
T04463S431	1993	059504	418.35	GUSSIE	QUINN
CF0692GK93	1993	033884	567.25	ERIK	SCHUMANN
CF0255NFE1	1993	056246	213.86	JAMES	WOODS
217276R286	1993	059844	1,923.08	GEORGE	ATALLAH
CF0094CL89	1993	000294	748.93	ROBERT	BROOKS
2479120000	1993	053476	708.63	VOOSOON	CHOO
CF0076GSE1	1993	056971	156.60	SHAUN	CONLEY
2400270000	1993	049394	719.31		E L BIBB INC
CF1694JE89	1993	005020	593.74	GERALD	GOODNER
CF1714FB	1993	005067	188.30	GREGG	GRITZKE
CF1272EF	1993	003794	320.69	DAVID	HEROLD
CF6912FL	1993	018643	422.30	TRAVIS	JONES
CF1067GC92	1993	003184	161.24	TERRY	KJERSEM
2358350000	1993	047890	1,212.30	DON	LYNCH
CF7838JR	1993	021731	302.50	RICHARD	MADDOX

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

2357530000	1993	047871	781.60	SYLVIA	MONTANO
CF1262AV93	1993	033943	373.18	MICHAEL	RINGWOOD
T04478S401	1993	059537	353.39	MYRTLE	ROBINSON
CF0030KX	1993	000081	161.82	LYLE	SINCLAIR
CF1518CD87	1993	004556	514.55	WM	WHITE
CF0692KDE1	1993	056259	288.26	PETER	ZANGER
CF4945JZ94	1993	034362	475.15	MANOLIS	ARAPIS
2427440001	1993	050582	1,426.76		DAMAS CORPORATION
2423440000	1993	050400	253.56		HANOBLE LIMITED
CF6012JV	1993	016317	523.34	WAYNE	HEADLOUGH
2192920001	1993	043084	544.78		HORIZONS FUNDING CORPORATION
217276C001	1993	060192	95,774.20	EARNEST	BLANTON
CF0026KB	1993	000069	1,000.43	DAROLD	LEITE
7066580000	1993	054286	439.75	THEODORE	OFFNER
CF1511AM92	1993	004539	219.11	HUMBERTO	PORRAS
7087420000	1993	032701	183.42	HUMBERTO	PORRAS
CF4229EA79	1993	011397	285.43	THOMAS	RIZZO
7017940001	1993	032293	183.42	THOMAS	RIZZO
CF9786HD	1993	027335	550.01	JEFFERY	SCHNEIDER
2434730000	1993	050896	172.61		SHEEBA TRADING CO
CF2393FH	1993	006740	3,723.32	TERRANCE	SOZANSKI
7093260000	1993	032865	280.40	PAUL	BILLECI
2447730000	1993	051376	4,429.06		BUILDERS COST DISB & EVAL
CF0774ND	1993	002292	934.09		CALIFORNIA R V
XX0485	1993	027838	929.33	DICK	CATE
CF1275JG	1993	003809	1,710.41	SHELDON	CHRISTEL
2429330000	1993	050683	571.83	AL	FIGUERIA
2415020000	1993	049939	12,286.33		G J WILIKERS INC
T04480S781	1993	059540	4,974.34	ROBERT	GIBSON
2038050000	1993	028440	22,744.90		JOE FOSTER EXCAVATING INC
9018240000	1993	060010	1,456.07	WILLIAM	JUSTICE
T04442S811	1993	059071	2,557.03	P	MULVANY
7080800000	1993	054578	2,889.16	DAVID	NELSON
CF2271GK	1993	006470	258.82	RON	PATTON
2031980000	1993	040260	5,588.71		ROBERT AYRES CO
CF4285GY	1993	011584	174.58	LARRY	BARRON
2459010000	1993	052102	410.55	JAMES	DILTS
CF4074JW	1993	010956	699.71	ROGER	DYE
CF1293HL93	1993	003868	841.14	ADDIE	GARY
CF0736NA	1993	002185	183.68	MICHAEL	GIOVACCHINI
CF4558JH	1993	012347	346.90	ROBERT	GRAHAM
2444470000	1993	051264	983.49		INDIVIDUAL COMPUTER ED & SUP
CF9126GZ86	1993	025671	250.22	JACK	LUNDQUIST
CF5371FM	1993	014588	231.86	NORMAN	MAUZEY
2234610000	1993	043976	412.81	ROBERT	NORMAN
9019630000	1993	060061	628.63	HOLT	RILEY
CF2190JK	1993	006251	549.89	GARY	VALLERO
CF8196CC92	1993	022894	223.08	VICTOR	VILLALUNA
2438680000	1993	051056	737.04	DANIEL	VILLASENIOR
CF2742GV	1993	007565	351.43	BRENT	WARD
9014561000	1993	059957	3,111.73		ADAMS LEASING
2267400000	1993	044841	7,421.72		AQUA TERRA TECHNOLOGIES INC
2343670000	1993	047392	571.22	J	CAMMARENA
2295380000	1993	045729	1,265.80		CERTIFIED TELEPHONE SVC INC
2243680000	1993	044323	532.08		CONCORD CAR CENTER INC
CF7530KS	1993	020444	219.07	RICHARD	COOK
CF7613NA	1993	020829	7,933.30	JAMES	CROCKETT
2149230000	1993	042267	991.11	MARIA	DEINZER
T04228S471	1993	055905	4,340.00	ELMER	GILBERTSEN
246373E046	1993	033749	6,172.75	ELMER	GILBERTSEN
9018250000	1993	060011	2,170.96	RILEY	JONES
CF5567BR88	1993	015194	492.79	RICHARD	MCCLOUD
CF3619CR93	1993	009680	232.15	PAUL	MOSER
CF4911HT	1993	013356	1,432.74	JOHN	MURPHY
CF4135GG92	1993	011132	324.54	HARVEY	OLSTAD
248135E028	1993	059209	1,792.53	NOREEN	SADLER
2189570000	1993	043014	1,776.63	TED	STRACENER
CF7898JR	1993	021961	373.26	CLYDE	THORNTON
7076320000	1993	032527	280.40	TROXEL/GARCIA	TROXEL/GARCIA
2461320000	1993	052239	378.52	DON	WRIGHT

CF3945AF	1993	010618	1,194.63	GEORGE	YOST
2464130000	1993	052442	410.55		ACE CONSTRUCTION
CF1465HK	1993	004412	236.77	DUANE	ARMITAGE
CF2969BP92	1993	008133	894.40	GORDON	ARMSTRONG
2465800000	1993	052543	378.74		BIOFEEDBACK TRAINING CONSLT
2477450000	1993	053262	1,324.38		HAN-LI MARINE TERMINAL
2463800000	1993	052419	1,032.71		HTL ARCHITECTURE
6303770300	1993	053884	1,829.85		INTERNATIONAL MARINE SER LTD
247362E000	1993	057368	9,246.86		KV TELECOM
N6499C	1993	035285	1,534.26	MORRIE	MARTINSON
CF9645GS	1993	026980	602.56	MARK	MILLS
2404350000	1993	049521	369.68		NOYES INSURANCE AGCY
CF4145EN	1993	011168	153.02	MANUEL	QUERANTES
2448630000	1993	051412	177.10		SACRAMENTO PROPERTY RESEARCH
2455540000	1993	051895	410.55		SOFTWARE DYNAMICS INC
2296360000	1993	045765	195.46	RON	STANLEY
CF6708KO	1993	018101	174.77	JAMAL	WYATT
9019140000	1993	060041	1,650.88	RANDY	ZIRALDO
2357290000	1993	047862	163.94		ARDEN OF ASPEN
CF0699HR	1993	002073	192.80	EARL	CHRISTIANSON
247948E000	1993	056151	359.14		CUSTOM CARE IND INC
2410970000	1993	049756	1,212.30		GENERAL REHAB SERVICES INC
2455300000	1993	051885	759.20	STEVEN	KINNEY
T04228S250	1993	057260	252.58		LENHEIM & MITCHELL INC
CF0613ER93	1993	001812	303.05	ADAM	MAIR
CF7662CG81	1993	021028	545.88	BRET	NELSON
CF9011FB91	1993	025352	152.70	KRISTEEN	PORTER
2355380000	1993	047798	4,137.22		SENSORY DEVELOPMENT INSTITUTE
2236630000	1993	044064	1,317.66		SHOE FAIR - SOUTH INC
246373E068	1993	056115	733.41	LARRY	SMITH
CF4173CA89	1993	011252	1,185.51		SMITHSON THELMA
CF1278GP	1993	003822	241.37	JERRI	WILHITE
2163970000	1993	042455	544.78	ROEENE	WILSON
CF3776JX	1993	010107	161.27	THOMAS	WILSON
2361780000	1993	048018	1,472.38	FRANCES	WONG
2405080000	1993	049554	190.77		ZUKS DECKS & DOORS
9018830000	1993	060131	1,035.34	ARIS	ZULGIS
2193960003	1993	043102	548.66	MARELEEN	BENTON
2298920001	1993	045882	978.87	NATHAN	BLACKWELL
CF7876GJ	1993	029560	210.49	MAURICE	COTTRELL
CF3095GF92	1993	008406	824.34	WILLIAM	FISHER
2300300000	1993	045924	490.86	ANITA	GRIFFIN
CF3654KYE1	1993	056371	1,953.72	SYLVIA	LINK
N57PG	1993	035237	5,532.76	ROBERT	MANNING
2446120000	1993	028965	223.06	BERT	MOLINSKY
2400920000	1993	049416	1,212.30		OVERCON COMMERCIAL IND CONSTR
CF6686CU92	1993	018052	179.22	MICHAEL	PARKER
CF6465JY	1993	017454	700.08	MELVIN	PULLEN
2424250000	1993	050424	364.31		SMITH MARIO LYN LTD PTN
CF2764EB92	1993	007629	258.56	JERRY	WEBB
7083230000	1993	032597	192.20	JAMES	WHISENAND
T04223S331	1993	055879	174.19		WILLIAM ROBERT COMPANY INC
CF0281FT91	1993	000892	223.13	DOUGLAS	WOOD
247943E000	1993	056906	406.74	ABDUL	AHAD
CF5133CCE2	1993	055359	15,551.19	STEVE	BURKHARDT
2059610001	1993	040669	1,032.49	IVAILO	CELOVSKI
CF2205FL85	1993	006294	885.73	THOMAS	CODY
2307000000	1993	046360	508.78	CATHY	HALL
2334370000	1993	046934	1,292.37		J & R FOOD MART
CF6903KS	1993	018614	434.95	JIM	ROBERTS
CF1221CD	1993	003631	236.37	JOHN	ROGERS
CF9479HC92	1993	026571	245.26	PATRICK	SLEVIN
CF5966GBE1	1993	057605	155.58	JOHN	THOMASSON
7055160000	1993	032390	262.94		UPHOLSTERY ARISTOCRAT
0561700010	1993	037289	603.81		VENDEX ENTERPRISES INC
0561700014	1993	037292	665.89		VENDEX ENTERPRISES INC
2335930000	1993	046972	1,279.50	BARBARA	WILLIAMS
2161740000	1993	042423	17,224.35	THOMAS	BAMMEL
2116920000	1993	041675	1,422.30	EDWARD	BONDS
2300820001	1993	045949	800.28	SUE	BUDDIN

2396380000	1993	049294	691.18		CALIF MERCHANT BUILDERS INC
2472090000	1993	052872	1,913.38		DAVE DODD FLOORING
2457280000	1993	051990	369.85		DOMINO COMPUTER SELF SVC CENTER CONCORD
T04438S010	1993	059497	478.42	MAS	GOTO
7084020001	1993	032605	205.38	DENNIS	GREENBERG
2097710001	1993	041377	2,703.61		HAMMER TOSCAS GRIFFITHS MORTENSEN INC
CF5325JS	1993	014488	1,075.45	LEROY	HESS
CF3241AK92	1993	008718	197.17		HOWARD RUDY BAIL BONDS
2282460000	1993	045412	2,179.52		IMAGE ADVERTISING INC
CF0794BS93	1993	033891	395.30	GERALD	LINDEMOTH
0466580001	1993	037029	163.87		LINDSEY J FREEMAN INC
2067750002	1993	040871	545.38	SHELLEY	MCCLEAN
CF3546FN	1993	009513	183.59	RANDY	MCDANIEL
CF1306HF91	1993	003913	395.40	LISA	MICHELETTI
2473700000	1993	052943	737.04		MINER A-1 APPLIANCE
2473610000	1993	052936	417.44		PICTURE IT INC
2444820000	1993	051274	4,084.80		REDWOOD CANYON CONSTRUCTION
T04427S790	1993	059902	1,914.07		RESOLUTION TRUST CORP
CF8682HA91	1993	024333	594.01	DAVID	SIHON
CF5396JG89	1993	014648	307.25	DAVID	SIKES
2315500000	1993	046649	2,824.60	BART	STUART
2296120000	1993	045756	656.17		THOMPSONS FINANCIAL SERVICES
2346480001	1993	047486	262.21		AFFORDABLE ELEGANCE INC
7092630000	1993	032804	192.20	GENE	HARDING
7092620000	1993	032803	192.20	ROBERT	HARDING
CF7196KS	1993	019429	236.90	ROBERT	HARGITT
CF6803FH93	1993	034552	289.95	RAYMOND	LOGAN
2086980000	1993	041180	3,093.34		TRIDENT SUPPLY INC
7094440000	1993	032980	205.99	ROD/MCHATTIE	TRIEB
CF8052JR	1993	022430	452.59	LYNN	DAVIS
T04231S141	1993	056544	2,744.00	CATHERINE	DELAP
2221820000	1993	043768	1,830.14		EGS AUTOWORLD LSNG SALES INC
T04228S281	1993	055901	3,882.34	LUCY	FOMIN
T04222S441	1993	055874	2,262.16	RICHARD	GREY
CF5936NDE1	1993	057604	1,384.56	MICHAEL	KRUICHAK
670953E1	1993	058807	3,864.41		LEMOLO KALA INC
248135E021	1993	059720	769.51	LOUISE	LITTLE
T04257S431	1993	057774	318.04	GEORGE	OFF
CF4073CJ91	1993	010947	2,098.83	CHARLES	TRISLER
T04253S130	1993	058485	2,140.30	WILLIAM	TYLER
CF6005JB	1993	016293	338.49	TIMOTHY	WALKER
2412800000	1993	049816	898.92		WESTECH ROOFING INC
0146800001	1993	036068	858.05		BPN ASSOCIATION INC
217276R285	1993	059843	1,027.84		CAP-CON INC
2365890000	1993	058315	1,319.50	PAUL	DODSON
CF6122JB	1993	016601	236.55	MARK	ECHOLS
0554600000	1993	037268	9,376.43		HAMBRE HOMBRE ENTERPRISE INC
CF9547JL	1993	026738	598.70	JOHN	HARMAN
CF8495HP	1993	023811	214.60	JEFFREY	KING
9020040000	1993	060080	4,693.19	LARRY	MACBETH
2454240000	1993	051828	461.66		SOLOMONS ADVISORS INC
CF8592GN	1993	024101	302.64	FLORA	VERONDA
217276C002	1993	060193	108,984.36	DARRYN	MURRAY
2263260000	1993	044749	1,753.12		C I S CORPORATION
2355620000	1993	047808	1,212.30		CHAS J SCHNEIDER INC
2392340000	1993	049181	186.19		GINOCHIOS RIVERTWN BANQUET CTR
CF1266AL	1993	003775	249.82	WILLIAM	HANCOCK
7059700000	1993	032410	192.58	JERRI	MILLER
CF0766CAE2	1993	058819	228.55	JOHN	NORRIS
CF3710GK91	1993	009916	152.88	MARK	OTUOS
2346780000	1993	031230	2,063.87		SEKHRI ENTERPRISES
CF2833JZ	1993	007815	192.26	ROBERT	SMITH
2421860000	1993	050334	965.43		SPORTS FAN INC THE
CF0384CFE1	1993	055169	276.35	KAREL	WELLS
2450010000	1993	028979	439.58		AIRTRANS HOLDINGS INC
2426430000	1993	050522	1,794.46	MOHAMMAD	ASEEL
2432530000	1993	050834	320.21	STEPHEN	BAKER
2334890001	1993	046951	396.61	DOROTHY	CAHEE
7092490000	1993	032791	227.90		CONCORD CAR CENTER INC
CF9501JK	1993	026632	1,882.98	NOEL	KIRBY

2463950000	1993	052429	244.60		LIGHT CONNECTION INC
CF8723HG	1993	024489	285.02	ROBERT	MESQUITA
2247790002	1993	030814	7,028.78		MORWEG CONSTRUCTION CO INC
CF3168GK	1993	008549	166.00	JAMES	PENTON
2376910000	1993	048619	1,777.12	EUGENE	PHYSICIAN
CF7821HX93	1993	034667	188.43	STACEY	SIMPSON
2438050000	1993	051021	1,101.74		SPARTAN INDUSTRIES INC
T03273M083	1993	057242	778.97	LUCRECIA	VARELA
2464930000	1993	052483	777.24		VIDEOMAX GAME CO
2477780000	1993	053288	15,799.21		WALNUT CREEK NISSAN
CF3751HA	1993	010033	422.13	THOMAS	WILLIS
T04551S600	1993	061033	6,045.55		BINGS
CF2125HNE1	1993	057475	203.82	DAVID	ELGRABLY
CF4334BP92	1993	011726	228.11	GARY	EVANS
2145040000	1993	042151	571.83	MARILYN	HENDRICKSON
CF0284KD	1993	000901	152.60	DONALD	MENDENHALL
2452060000	1993	051633	602.78		POSTAL STORE INC
7084560000	1993	054681	1,348.81	LISA	SABODRA
CF4933KR	1993	013413	219.07	JEFFREY	SANBORN
CF9572AC92	1993	026776	1,437.21	GARLAND	SMITH
CF0710CTE1	1993	058818	476.66	GENE	SMITH
CF5083FM	1993	013808	253.94	FRANK	WOLTER
T04849S230	1993	061862	303.63	LAWRENCE	ALLEN
CF0169NE	1993	000555	854.16	LINDA	BILES
CF1347GK93	1993	004028	245.26	DONALD	CARROLL
CF8286NA	1993	023143	554.19	GLEN	CHRISTIANSEN
CF7367CU87	1993	019954	364.80	WALTER	EUSTIS
T04113S600	1993	057258	1,607.03	CRAIG	JEFFREY
7061120000	1993	054190	382.13	CLARENCE	PORTER
1164160000	1993	038880	1,288.19	MARY	SHAW
2372380000	1993	048429	9,961.62	KEI	TAM
2207680003	1993	043474	355.72		TECHNOLOGY FINANCE GROUP INC
CF4072FP	1993	010942	430.57	EDWIN	THAXTON
T04223S241	1993	055876	183.65		WILIAM ROBERT COMPANY INC
CF3119GF88	1993	008452	532.56	KIT	WONG
CF5010JU	1993	013635	465.95	SCOTT	ZORAK
2417150000	1993	050096	723.37		FOOD TREE SNACK BARS INC
0656370001	1993	037528	3,129.17		FRANK JEREB LTD PTN
T04442S851	1993	059072	5,023.97	MARGARET	HILL
2147770019	1993	042222	2,757.83		LEEWEN MECHANICAL CORP
CF4645JT	1993	012586	761.96	RICHARD	MOSS
T04374S300	1993	059785	575.62		NATIONSCREDIT FINANCIAL SERV
2276370000	1993	045134	334.29		PREFERRED GROUP INC
T04223S301	1993	055878	174.19		WILLIAM ROBERT COMPANY INC
2057950000	1993	040652	12,496.77		A & K MACHINING INC
2463020000	1993	052347	1,044.42		ALILE HOME RESTORATION CO INC
CF0297JR	1993	000929	678.26	CURTIS	BAKER
CF5529GY92	1993	015070	1,075.29	CHARLES	COHEA
0294600301	1993	036572	1,724.04	WILLIAM	CRAIG
CF8516HW92	1993	023866	157.52	JEFFRY	CRAMER
CF6849GJ90	1993	018457	201.42	SHAUN	GAVAGAN
CF5769BP92	1993	015708	337.85	MIKE	HANSEN
CF6904JW93	1993	018618	214.65		HILLARK LTD
2299990001	1993	045911	602.69		J L CONSTRUCTION CO
CF4369GC92	1993	011839	170.55	DARRELL	KENNEDY
CF9166GC	1993	025779	3,471.62	FRED	KENNEDY
CF4145FM	1993	011169	201.45	FRANK	LAZZARESCHI
289-37389	1993	027913	1,198.96	THOMAS	MCCAULEY
2187950000	1993	042998	5,127.98	OSCAR	MERRIDA
2343910000	1993	028715	2,459.45		OAKLAND PRNTG & SUPPLY CO INC
2352940000	1993	047710	575.91		PAW JANITORIAL SERVICE
2066220000	1993	040791	5,405.28		PLEASANTON VENDING CO INC
A2696AXXE1	1993	032991	731.13	THOMAS	SILVERMAN
CF4415YB	1993	061403	382.06		SSS RENAISSANCE SHIP DELTA SEA SCOUTS INC
2390130000	1993	049095	186.19		STONEGATE REALTY
CF3786GR	1993	010140	611.48	BEN	THOMPSON
T04104S940	1993	057256	2,334.48	RAYMOND	BARKER
CF1021FPE2	1993	058824	220.42	RHODA	BOND
CF4762CN	1993	012945	183.35	MICHAEL	HOLWAY
CF8995CGE2	1993	056490	9,325.72	FLOYD	MARSH

CF8225HA90	1993	022973	289.38	EDWARD	RETHERS
CF8550JV	1993	023961	174.78	ROGER	ROSS
T04352S550	1993	060139	3,418.88	ROBERT	SHERIDAN
CF2147KR93	1993	006112	214.46	DANIEL	AFFLERBACH
2445910000	1993	051302	1,073.24		AFGHAN ISLAMIC CENTER
2428240000	1993	031750	5,898.57		BEAUTY STORE & MORE INC
CF1451GV	1993	004360	178.91	CARL	COX
7086590000	1993	056195	258.50	JERRY	GROVE
2378700000	1993	048676	925.32		ELMA ENTERPRISES INC
2366540000	1993	048154	390.97		FERRILL CONSTRUCTION
CF4421ND	1993	011983	174.60	RICK	GOODNER
2056860001	1993	040642	4,773.79	KENNETH	MCMURPHY
CF6293HEE1	1993	057611	401.15	DONNA	MOZZETTI
CF5034GZ	1993	013696	161.91	ALBERT	RAYMONDI
9020320000	1993	060102	975.29	AUDREY	REISEN
7072860000	1993	032503	293.81	MICHAEL	RINGWOOD
CF3418JVE1	1993	055282	1,821.14	JOSEPH	ROMERO
2028520000	1993	040212	1,426.76		VAN MARK HOME SERVICE INC
1339800001	1993	039551	9,133.53		VAN SANDT PLASTERING INC
CF3010JK92	1993	008226	152.51	ROBERT	WHITESIDE
1444100000	1993	039898	3,510.66		ZAMORA BUILDERS INC
2373360000	1993	048479	2,130.15	HMOUD	AL-BSHAYYER
2354970000	1993	047781	773.41		AMERICAN CLASSIC TRAVEL INC
2455320000	1993	058591	3,326.04	HOSSEIN	ASHTIYANI
CF3939JX	1993	010601	726.77	GEORGE	BENCE
CF1694FZ92	1993	061236	302.80	CHESTER	COOK
CF0952CN	1993	033902	2,699.05		DANASCO
217276R284	1993	059842	1,036.52	GUY	EGGUM
CF9764JS	1993	027281	470.16	ERICSON JUDITH L	ERICSON THEADOR W
CF0646FH	1993	033880	837.18	MERLIN	GERMAINE
2263490001	1993	044760	450.64	BUDDY	HEPNER
0602300004	1993	037375	212.66		HOEPPELS INC
CF4251GFE1	1993	057548	1,345.73	ELSIE	KING
CF9802JA	1993	027368	439.72	RICHARD	KRUMMEN
T04452S531	1993	059911	1,759.22	LOUISE	LITTLE
2283460002	1993	045429	1,426.76		LITTLE SICILY DELI & CATRY INC
2280390000	1993	045366	1,162.79		MEDICAL COMPUTER DIMENSNS CORP
CF4685FL87	1993	012720	152.99	SHERMAN	MORE
CF5506FR93	1993	014978	717.70	STEVEN	NIELSON
CF6283ED	1993	016962	346.59	HARRY	RICE
2404560000	1993	049532	1,212.30		SAN RAMON AUTO SALES
2344760000	1993	047424	2,484.71	SUSAN	SMIAROWSKI
246373E063	1993	055626	969.18	EDWARD	SYESS
CF5393KW	1993	014641	192.19	CHRISTOPHER	WALLACE
CF9599GH	1993	026861	381.90	MARK	WHITLOCK
CF6713JF	1993	018118	466.00	CARL	BARNETT
CF5211HC89	1993	014138	161.70	MIKE	CONNOLLY
248135E034	1993	059215	32,149.70	ROBERT	GIBSON
CF7605HKE3	1993	055465	419.94	DEBRA	GODWIN
CF5902JY	1993	015990	607.69	DAVID	PATTON
662-414	1993	028118	1,834.10	BRIAN	PETERSON
2365650000	1993	048119	898.16	CONSTANCE	PETERSON
2466830000	1993	052600	163.62	JIM	PETERSON
2406180000	1993	049591	602.63		SHAFFER INTERIOR LANDSCAPES
9020570000	1993	060121	255.75	JORGE	SOLORZANO
CF7440ER86	1993	020158	421.67	PHILLIP	SPENCER
2149930000	1993	042277	17,859.43		TRI WORLD CORP
CF8707KC	1993	024422	152.74	PENNY	WALLACE
0007100008	1993	035648	245.61		A M INTERNATIONAL INC
2437810000	1993	051009	410.42		A M S REALTY
644-167	1993	028094	1,706.63	PHYLLIS	CALLEGER
2444710000	1993	051271	1,418.08		CONTRACTORS ASSISTANCE SVCS
CF6978JG	1993	018829	404.39	RONALD	DEBELAK
CF3455CBE3	1993	056362	1,228.22	EDWARD	DEMONTOZON
2435140000	1993	050912	1,095.25		FIRE PROTECTION SERVICE INC
2447110001	1993	051348	232.22		METROPOLITAN PARKING CORP
2458340000	1993	052063	857.95	PAUL	SMITH
T04222S681	1993	055875	5,432.39	JOHN	SORENSEN
T03305M055	1993	057244	190.99	MARY	VASQUEZ
2419390001	1993	050232	213.09	DEWITT	WHEELER

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

N902WS92	1993	035459	223.65		AIRWAVE AVIATION
CF4350BP92	1993	011780	302.54	JERRY	CRONE
CF6716JV	1993	018128	527.57	MICHAEL	DIAS
CF4048JE	1993	010882	364.26	BILL	DUNHOUR
2244020001	1993	044334	302.91		GENE MASUCCI & ASSOC INC
CF5179GH85	1993	014056	293.89	DAVID	HALTON
2462150000	1993	052291	1,344.41	MARIA	HERNANDEZ
2421830000	1993	050332	417.35	REGINA	HOVERSON
CF6390JW	1993	017240	152.74	RHONDA	JONES
2239750000	1993	044165	470.72		PHOTOGRAPHERS MART INC
2424300000	1993	050427	1,915.70		PLANTEEN & KROGH INC
2304030000	1993	046167	714.50		REPEATERS FOR RENT INC
2401900000	1993	049450	710.71		ACE BUILDERS
CF0319JG	1993	000977	580.72	VAN	AN
2310830000	1993	046452	2,515.63		AUDIO VIDEO ENGINEERING INC
2374850002	1993	048532	253.66		FIRST CHARTER LEASING INC
CF0437GH	1993	001307	183.37	KENDALL	HEWITT
CF2778GD	1993	007667	1,428.29	JOYCE	JONES
CF8001FY85	1993	022308	178.99	FRANK	MARTINI
2479370000	1993	053533	790.70	THOMAS	NIX
2406670000	1993	049602	2,368.29		V J ENTERPRISES INC
CF1262JG	1993	003766	4,071.44	LES	ALLEN
2282760000	1993	045420	549.67	MICHAEL	BROWN
CF4710NC92	1993	012790	161.24	ROBERT	COOPER
7093470000	1993	032884	205.99	RON	COVARRUBIAS
CF3711HZ	1993	009921	179.01	CHARLES	DILLARD
CF5296JH91	1993	014399	413.29	WALTER	GOLDSMITH
CF4522GC89	1993	012239	184.02	JACK	HIGDON
444582E000	1993	059225	502.69	ERNEST	LICHTENSTEIN
CF5207SB	1993	014126	214.67	KATHRYN	MORRIS
7073070000	1993	032508	183.42	STEVE	ZUMBRUNNEN
CF0012KX	1993	000028	324.97	ROBERT	CAROLAN
234854E001	1993	059442	6,702.58		DIABLO LEASING CORP
CF0081GS91	1993	000248	161.67	M	DORN
T05272S110	1993	061927	357.92	PEMCO LTD	SECTY OF HOUSING & URBAN DEV
0362800003	1993	036729	2,090.31		J P DOLAN LUMBER CO INC
9020200000	1993	060093	164.84	CARL	MCDONOUGH
CF0732CL88	1993	002169	209.99	ALFRED	MENDOZA
CF6378JR	1993	017215	523.62	CHARLES	OCONNOR
2387800000	1993	049027	1,073.51	ROBERT	RIGOR
CF7426KS	1993	020118	329.00	THOMAS	ROBERTS
7094280000	1993	032964	166.34	JAMES	RUTLAND
2473540000	1993	052930	741.82		VISION 2001 PLUS
2418720000	1993	050195	280.37	ABDUL	ALWAREETH
2320160000	1993	046792	373.38		DEXTER PACIFIC CORP
CF8252FX	1993	023047	183.94	DONALD	DREYER
2465190000	1993	032080	271.81	ROBIN	REED
2380160000	1993	048739	1,628.77		SOUTH VIEW GROUP INC
T04453S751	1993	059382	1,030.30	MILDRED	STELLER
2359950000	1993	047948	607.32	GEORGE	SUN
0561700007	1993	037286	3,632.54		VENDEX ENTERPRISES INC
0561700011	1993	037290	2,817.94		VENDEX ENTERPRISES INC
0561700013	1993	037291	392.50		VENDEX ENTERPRISES INC
0561700017	1993	037293	1,211.49		VENDEX ENTERPRISES INC
217277B001	1993	057844	5,333.98	JOHN	AMERINE
2370700000	1993	048344	2,811.05		BOMAR DEVELOPMENT INC
2390880000	1993	049130	723.37	KENNETH	BOWMAN
T04225S561	1993	055881	712.05	GLORIA	CARRIGAN
2300700000	1993	045945	3,536.93	LARRY	GRUMP
9020430000	1993	060111	2,535.25	LEWIS	LAWRENCE
2413630000	1993	049848	1,008.83	DONALD	LAWRIE
2473910000	1993	052956	378.52		MC CLAIN TRAVEL AGENCY
CF4334GL	1993	011730	263.06	DEAN	MCWILLIAMS
2383370000	1993	048864	276.13	JUDITH	MUELLER
CF9820KR	1993	027410	501.33	CARL	PETERSEN
232064E000	1993	059441	176.40	GARRY	SPITZER
2262600000	1993	044738	2,695.07		STRUXKON CORP
246373E037	1993	029449	1,816.26	MARVIN	WARNE
CF4448ND	1993	012035	179.52	DAVID	WOODS
CF5232SB	1993	014204	152.98	LAWRENCE	BARELA

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

2271930000	1993	044968	2,009.63	JACK	BENNETT
CF9771JS	1993	027297	532.17	JON	CLACK
CF1978EB92	1993	005682	616.41	SHAUN	CONLEY
CF2826JZE1	1993	057491	261.22	SHAUN	CONLEY
CF4282AD93	1993	034294	289.94	SHELDON	DUDEN
CF7673GV	1993	021063	249.60	RUSSELL	GRAY
CF7435KS	1993	020152	170.16	ROBERT	HIMEL
T96284M026	1993	061892	3,481.53		HOUSING FOR INDEPENDENT PEOPLE
CF2791HW	1993	007708	157.25	EDWARD	KIZER
CF1793AM90	1993	005282	161.54	BEN	MOZZETT
CF9714FF	1993	027160	249.57	TERRENCE	OWENS
2361720001	1993	048013	12,609.22		PASCA PLASMA CENTER INC
CF6850GJ	1993	018463	205.97	FRANCIE	RIOS
CF3856FF90	1993	010369	284.86	TERRY	ROBINSON
678-996	1993	028142	1,000.43	CHIP	SAALE
2410190001	1993	031587	6,609.48		TOWRUS INC
2308770000	1993	046403	1,095.58	DAVID	ZAMORA
CF1594AVE2	1993	055218	289.72	MIKE	CADREAU
2128860000	1993	041895	510.17		CAMPBELL&CAMPBELL UNIFORMS INC
2385630000	1993	048944	723.37		CENTRAL CREDIT CONSULTANTS
2384760000	1993	048919	598.68		CHIMNEY CRICKETS
CF5418JY	1993	014708	717.53		DAME FREDERICK L INC
CF4130FB89	1993	011109	426.35	KEN	DOUGLAS
CF8779GY87	1993	024663	174.48	DOUGLAS	HAILEY
CF5505GA88	1993	014974	214.31	STEVEN	HUTTON
CF5220FM	1993	014159	3,246.46	P	INGRAHAM
CF1571CD	1993	004692	188.42	DONN	LEACH
2425890000	1993	050492	2,496.14	MICHAEL	MATERS
7087250000	1993	032692	259.04	RAYMOND	MORALEZ
CF7306FA	1993	019769	492.45		ROSEHILL TRANSPORTATION
CF4676GF	1993	012683	399.56	DAVID	SHEBORA
T04388S411	1993	058504	525.34	JOSEPH	SHULMAN
2412860000	1993	049819	1,288.07	SHARN	SNYDER
CF7845JY	1993	021759	157.45	LOREEN	STADING
CF1447GC91	1993	004349	1,291.34	MARK	WHITLOCK
CF1370GP	1993	061211	196.66	THOMAS	ZEIGLER
2446970000	1993	051342	378.74		ACORN GROUP INC
2402140000	1993	049457	217.48		BUILDING PRODUCTS MARKETING
2448680000	1993	051414	1,119.53		CHRISTEL MORTGAGE INC
0711930000	1993	037651	12,927.10		CORD ELECTRIC MOTOR CORP
2365250000	1993	048107	311.54		HIRZEL ASSOCIATES
CF3700AK	1993	009884	178.91	JOHN	ISENBERG
CF0492KJ	1993	001457	832.56	JAMES	KENNON
CF0176FG92	1993	000586	360.29	LEE	KING
CF9937KYE1	1993	056509	227.14	DAVID	LENNOL
CF4953KR	1993	013469	192.29	ROBERT	MARES
2218540000	1993	043701	364.50	ALDEN	MEDINAS
2353060000	1993	047715	934.41		O M NETWORK INC
CF5016AG	1993	013648	157.52	JOHN	SHENKEL
CF2340GH	1993	006622	214.20	JAMES	SPENCER
577-82479	1993	028015	448.54	WILLIAM	BROWN
CF6540KM93	1993	017691	391.41	GARY	CARTWRIGHT
CF8155FF93	1993	022771	355.93	CLIFFORD	DAVIDSON
2430670000	1993	050756	3,026.55	WILLIAM	DEVINCENZI
CF7871JR	1993	021856	364.70	RONALD	EPPERLY
CF6635NA	1993	017923	276.02	GARRY	GONSALVES
2387570000	1993	049019	199.94	GARY	HICKEY
2474590000	1993	053002	2,006.68	TUAN	NGUYEN
CF5188GT	1993	014080	311.84	PER	SVENDSEN
7077340000	1993	054503	346.83	TAYLOR/SAUVAGEALL	TAYLOR/SAUVAGEALL
T04577S740	1993	061055	403.50	ROBERT	TURI
T05011M165	1993	060274	1,218.56	ROSS	WHEAT
2419390000	1993	050231	1,068.97	DEWITT	WHEELER
0048500002	1993	029598	1,635.48		WILLENES SKILLETS INC
2259280000	1993	044683	1,162.79		BOTTOM LINE COMPUTER SYS CORP
2442490000	1993	051191	378.74		CAJUN JOES DEVELOPMENT
2472040000	1993	052870	369.64		CHECK CASHING
2384730000	1993	048918	369.85		CONCORD APPLIANCE SERVICE
2458750000	1993	052086	544.28	CLIFFORD	DANIELS
2479190000	1993	053483	369.64		EL POND'S DRY CLEANERS

Treasurer-Tax Collector's Office
Request for Discharge of Accountability
Accounts 30+ Years Old

444552E000	1993	056175	561.74	ELMER	GILBERTSEN
CF0786BS91	1993	002329	687.01	RON	HALVERSON
7086920000	1993	032673	205.99	LEN	HERNANDEZ
CF8516CK88	1993	023865	188.40	KENNETH	RESENTS
6036770300	1993	053808	298.32	CHAO	SAECHAO
2412510000	1993	049809	499.49		SPARE TOWING CO
7093210000	1993	032860	311.50	DUANE	ARMITAGE
CF0157CZ90	1993	000501	443.70	JOHN	AUGHBAUGH
CF9844KR	1993	027479	205.74	RICHARD	BADERTSCHER
CF0476BD91	1993	001417	219.00	DANIEL	CLARY
2239230003	1993	044150	3,174.26		KIB ITRST TRANSP INC
7076010000	1993	032519	183.42	ANTHONY	KORJENEK
522-722	1993	027950	740.06	FRANK	MARTINI
2474130000	1993	052969	1,547.52		MSR LEASING GROUP INC
2399930000	1993	049386	719.31	WILLIAM	BANDUCCI
0243800000	1993	029679	14,328.60		CLARBERG INC
0382610003	1993	036759	853.34	CLIFFORD	DUTREAUX
CF2143HW	1993	006099	3,559.84	CONSTANCE	ELLERBACK
2365960001	1993	048129	5,283.50		ENVIRONMENTAL RESOURCES INC
2268540000	1993	044890	1,803.43		EUROPA SPORT LTD
CF0076NHE1	1993	056229	261.73	TIM	HANNI
T04574S950	1993	061052	2,552.61		KINNEY SHOE CORP
CF8702KC	1993	024405	178.91		LIDO BAY REALTY
CF3897JM	1993	010479	602.68	GARY	MALASPINA
CF3411EX91	1993	009147	165.79	SAM	PASPON
CF1016GA82	1993	003041	174.79	FRANK	SARAIVA
CF5417BC88	1993	014703	289.16	KARL	SCHISLER
2404730000	1993	049543	7,985.86		STATER MECHANICAL
CF2491GP	1993	006978	174.95	JAMES	THARPE
2429120000	1993	050671	737.04	STEVEN	WALTON
2418070000	1993	050161	454.80	DAVE	WEAR
CF0335AKE2	1993	033012	280.42	DONALD	WILKINSON
2435270000	1993	050919	172.61	BRIAN	BROUGHTON
2310940000	1993	046455	149.97	RONALD	COOP
CF5670GM	1993	015468	258.36	JIMMY	COTTON
CF4759HPE1	1993	060239	561.99	RODNEY	EICHLER
2090890001	1993	041260	1,073.24		ENERGY SAVING PRODUCTS INC
2411210000	1993	049761	9,392.95		GRANT FINANCIAL GROUP INC
CF9321KB	1993	034830	426.75	GREGORY	KNIFFEN
2384790000	1993	048921	4,276.59		MURRAY PAINTERS & DECORATORS
2409880000	1993	049710	826.76		PRECISION MAINTENANCE
CF5773BR81	1993	015717	757.36	VICTOR	PRESCO
2344550000	1993	047414	455.22		WALK WRIGHT SHOES INC
2425170000	1993	050459	378.52		ACTION AUTO GLASS INC
2349960000	1993	031250	814.56	RONALD	BAIRD
2473860000	1993	052952	378.52		COFFEE EXCHANGE
0294600008	1993	036569	157.15	WILLIAM	CRAIG
7067780000	1993	054312	280.63	HUBERT	DRIVER
CF5233FTE1	1993	057588	151.33	KENNETH	HOLCOMB
CF5308JN	1993	014439	399.75	FRANKLIN	LEWIS
N2696A	1993	035042	377.64	THOMAS	SILVERMAN
2387290000	1993	049007	11,531.12		UNIVERSAL SYSTMS & TESTING INC
CF1297GG	1993	003885	267.15	PATRICK	BUDER
CF2822JZE1	1993	058844	229.18	DAVID	CHANTRI
2426730000	1993	050540	454.90		FOREST NEOCOM CORP
0641700000	1993	037495	845.05	ROBERT	ISAACS
7093720000	1993	056201	324.22	SCOTT	MANSEN
T04548S970	1993	061030	488.13		MENSA LABS
2410380001	1993	049736	1,615.46		ROB TRIBBLE INC
CF3603NB	1993	009650	209.94	LEN	SMITH
2423200000	1993	050390	401.14	DONALD	SPILLANE
2348970000	1993	047557	804.79	CHARLES	TAYLOR
CF5152JD90	1993	014002	329.20	MYRON	THOMPSON
2309380000	1993	046415	360.97	SARA	TRAMBLE
CF5939CG93	1993	016084	152.75	MIKE	WINSLOW
CF4513JX	1993	012209	620.65	VINCENT	BLACK
CF6553JN	1993	017734	1,075.37	LEO	KAMYK
CF3227GU84	1993	008674	188.27	EDWARD	KIZER
CF1738FS93	1993	005150	178.92	STEVEN	NILSSON
CF3418JV	1993	034195	633.79	JOSEPH	ROMERO

CF0655HR86	1993	001932	231.93	CONRAD	SCHMECKEL
2298300000	1993	045858	1,418.08	DON	TWITCHELL

$ 2,042,459.36

I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Executed this day: 7/18/24

Treasurer - Tax Collector