CONTRA COSTA COUNTY

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

AGENDA

Tuesday, August 25, 2026

9:00 AM

BOARD OF SUPERVISORS

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

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

The public may attend the Board meeting in person and remotely via call-in or Zoom. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov. Meetings of the Board are closed-captioned in real time. For real time translation of the Board of Supervisors meeting, please go to the Wordly website: https://attend.wordly.ai/join/UPPW-1508.

Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing 1 855-758-1310. A caller should indicate they wish to speak on an agenda item by pushing "#2" on their phone. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: https://cccounty-us.zoom.us/j/81863939331. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))
1. Second Amendment Foundation, et al. v. Contra Costa County, et al., United States District Court, Northern District of California Case No. 4:26-cv-05996
B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): One potential case.

4. Inspirational Thought-

"If you want to lift yourself up, lift up someone else." - Booker T. Washington

5. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.116 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor. Items removed from the Consent Calendar will be considered with the Discussion Items.

6. PRESENTATIONS

PR.1 PRESENTATION recognizing August 2026 as International Overdose Awareness Month. (Fatima Matal Sol, AOD Program Chief and April Rovero, Exec. Director, National Coalition Against Prescription Drug Abuse)

PR.2 PRESENTATION recognizing August 2026 as Child Support Awareness Month. (Matt Brega, Department of Child Support Services Director)

PR.3 PRESENTATION recognizing Harvest Time's 50th anniversary. (Supervisor Burgis)

7. DISCUSSION ITEMS

D.1. CONVENE a community forum regarding the provision of access of certain individuals to the federal Immigration and Customs Enforcement Agency, pursuant to Government Code section 7283.1(d). (Enid Mendoza, Senior Deputy County Administrator) **26-3724**

Attachments: CAO TRUTH Act Presentation
ILRC 2026 TRUTH Act-English
ILRC 2026 TRUTH Act-Spanish
Sheriff's TRUTH Act 2025 Report
Attachment A - AB 2792 Chaptered TRUTH Act
Attachment B - Forum Noticing
Attachment C - 2025 TRUTH Act Memo and Cert Form
Attachment D - 2026 TRUTH Act Forum Certification Summary

D.2. CONSIDER accepting a report on Contra Costa Health's current fiscal outlook and long-term planning for Contra Costa Regional Medical Center and Health Centers, as recommended by the Health Services Director, and provide guidance. (Dr. Grant Colfax, Health Services Director; Andrew Murrell, Chief Financial Officer; David Culberson, Chief Executive Officer – Contra Costa Regional Medical Center and Health Centers) **26-3725**

Attachments: CCH Update - August 2026

D.3. CONSIDER adopting Resolution No. 2026-319 approving the successor Memorandum of Understanding between Contra Costa County and Teamsters Local 856, implementing negotiated wage agreements and other economic terms and conditions of employment for the period of August 1, 2026 through July 31, 2028, and approving a Side Letter to conduct a compensation study. (David Sanford, Labor Relations) **RES 2026-319**

Attachments: MOU_2026-2028_TEAMSTERS 856-FINAL
Side Letter_signed_08122026

D.4. CONSIDER accepting the monthly update on the activities and oversight of the County's Head Start Program; APPROVE the FY24-25 Single Audit findings related to Head Start; APPROVE the revised Head Start Governance Policies, Resolution No. 2023/274 and Resolution No. 2023/499,; and provide guidance, as recommended by the Employment and Human Services Director. **26-3726**

Attachments: August 2026 BOS Head Start Update - FINAL
1. FY24-25 Single Audit Report
2. ECE Childcare Guidance and Model Policies
3. CCB-26-16 Family Fee Schedule FY26-27
4. CCB-26-17 Revised SMI Ceilings And Income Ranking Table For FY26-27
5. CCB-26-18 Emergency Closure Request
6. Revised Head Start Governance Policies
7. New HSPPS Compliance Timeline and Analysis

D.5 CONSIDER consent item previously removed.

D.6 PUBLIC COMMENT (2 Minutes/Speaker)

D.7 CONSIDER reports of Board members.

8. ADJOURN in memory of Mary Ann McNett Mason, former County Counsel

9. CONSENT CALENDAR

Airport

C.1. APPROVE and AUTHORIZE the Director of Airports to terminate the Hangar Rental Agreement with Devin Adami and AUTHORIZE County Counsel to pursue legal action if necessary, Pacheco area. (100% Airport Enterprise Fund) **26-3702**

C.2. APPROVE and AUTHORIZE the Director of Airports to terminate the Hangar Rental Agreement with Lawrence Chan and AUTHORIZE County Counsel to pursue legal action if necessary, Pacheco area. (100% Airport Enterprise Fund) **26-3703**

C.3. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Pacific Diamond, LLC, for a north-facing T-hangar at Buchanan Field Airport effective September 2, 2026, in the monthly amount of $394, Pacheco area and DELEGATE authority to the Director of Airports, or designee to terminate the agreement in accordance with the terms of the hangar rental agreement if deemed necessary, Pacheco area. (100% Airport Enterprise Fund) **26-3704**

Attachments: Hangar Rental Agreement- Pacific Diamond, LLC

Agriculture/Weights and Measures

C.4. APPROVE the 2025 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture. (No fiscal impact) **26-3705**

Attachments: 2025 Crop Report

C.5. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to receive an amount not to exceed $714,511 for the County to provide pest detection and trapping services for the period of July 1, 2026, through June 30, 2027. (100% State) **26-3706**

Animal Services

C.6. RATIFY the Purchasing Agent's execution, on behalf of the Animal Services Director, of a blanket purchase order with MWI Veterinary Supply Co. in an amount not to exceed $500,000 for veterinary pharmaceutical supplies and chemicals for the period of July 1, 2026, through June 30, 2027. (60% City Contracts, 8% User Fees, 32% County General Fund) **26-3707**

Board of Supervisors

C.7. ACCEPT Board members meeting reports for July 2026. **26-3708**

Attachments: District III July 2026 report
District IV 7-2026 report
District V July 2026 report

Child Support Services

C.8. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute a Master Maintenance Agreement with OPEX Corporation on behalf of the Director of Child Support Services, and execute a purchase order with OPEX Corporation, subject to the terms of the Master Maintenance Agreement, in an amount not to exceed $17,129 for a suite of barcode licenses for the Omation mail processing machine for the period August 1, 2026, through July 31, 2027. (66% Federal, 34% State) **26-3709**

Clerk of the Board

C.9. ADOPT Resolution No. 2026-313 recognizing August 31, 2026, as International Overdose Awareness Day in Contra Costa County, as recommended by the Health Services Director. **RES 2026-313**

C.10. ADOPT Resolution No. 2026-314 proclaiming August 2026 as Child Support Awareness Month in Contra Costa County, as recommended by the Director of Child Support Services. **RES 2026-314**

C.11. ADOPT Resolution No. 2026-315 recognizing Harvest Time in Brentwood on the occasion of their 50th anniversary, as recommended by Supervisor Burgis. **RES 2026-315**

C.12. ACCEPT the resignation of Reunuel D Cooke, DECLARE a vacancy in the Appointee 3 on the Kensington Municipal Advisory Council for a term ending on December 31, 2026, and DIRECT the Clerk of the Board to post the vacancy. **26-3710**

C.13. ACCEPT the resignation of Christy Lam-Julian, DECLARE a vacancy in the At-Large #9 seat on the Contra Costa Commission for Women and Girls for a term ending February 28, 2027, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator. **26-3711**

C.14. ACCEPT the resignation of Monisha Merchant, DECLARE a vacancy in the Private/Non-Profit Sector 4 seat on the Economic Opportunity Council for a term ending on June 30, 2027, and DIRECT the Clerk of the Board to post the vacancy. **26-3712**

C.15. ACCEPT the resignation of Dr. Sefanit Mekuria; DECLARE a vacancy in the Public Health Division Seat on the Los Medanos Health Advisory Committee for a term ending December 31, 2026; and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Health Services Director. **26-3713**

C.16. ACCEPT the resignation of Lloyd Cowell, DECLARE a vacancy in the Appointee 1 on the Kensington Municipal Advisory Council for a term ending December 31, 2026, and DIRECT the Clerk of the Board to post the vacancy. **26-3714**

C.17. APPOINT Carnial Booker Sr to the Alternate Seat 1 on the East Richmond Heights Municipal Advisory Council, for a term ending in December 31, 2026, as recommended by Supervisor Gioia. **26-3715**

Attachments: [redacted] C. Booker Sr. re- ERH MAC

C.18. APPOINT Bara Sapir to Seat 4 on the East Richmond Heights Municipal Advisory Council for a term ending December 31, 2026, as recommended by Supervisor Gioia. **26-3716**

C.19. APPROVE amendments to the Bylaws for the Juvenile Justice Coordinating Council (JJCC), as recommended by the JJCC on June 17, 2026. **26-3717**

Attachments: 6-17-2026 JJCC Bylaws Redlined.pdf
6-17-2026 JJCC Bylaws Clean.pdf

Conservation & Development

C.20. ADOPT Resolution No. 2026-316 conditionally providing for the authorization of revenue bonds in an aggregate amount not to exceed $25,000,000 to finance the acquisition and construction of 48 units of multifamily residential rental housing currently identified as "949 Moraga Road" located at 949 Moraga Road in Lafayette. (No fiscal impact) **RES 2026-316**

C.21. AUTHORIZE the Auditor-Controller to release $800,000 from certain Park Dedication/Park Impact Fund Accounts to the Contra Costa County Public Works Department to help fund improvement to the Robert I. Schroder Bridge located along the Iron Horse Corridor at Treat Blvd, in unincorporated Contra Costa Centre area. (100% Park Dedication and Park Impact Funds) **26-3718**

C.22. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Allied Waste Systems, Inc., to extend the agreement termination date from August 31, 2026, to a new termination date of October 31, 2026, to provide continued solid waste, recycling, and organics collection in its Central County service area.(100% Solid Waste Franchise Fees) **26-3719**

C.23. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Let's Dig, Inc., to increase the payment limit by $400,000 to a new payment limit of $700,000 with no change to the original term ending August 31, 2028, to provide code enforcement abatement clean-up services. (100% Land Development Fund) **26-3720**

C.24. APPROVE the Fiscal Year 2026/27 Keller Canyon Mitigation Fund (KCMF) allocation plan, in the amount of $2,113,898 for 129 specified projects; APPROVE the rollover of unexpended KCMF awards in the amount of $762,112 for 71 specified 2024/26 projects; AUTHORIZE the Conservation and Development Director, or designee, to execute contracts with the tax-exempt organizations and public agencies awarded funds for the period July 1, 2026 through June 30, 2027, as recommended by the KCMF Review Committee; and ADOPT a modification to the Keller Canyon Mitigation Fund Policies, adjusting the composition of the KCMF Review Committee. (100% KCMF) **26-3721**

Attachments: Exhibit A - FY 2026-27 Application Recommendations
Exhibit B - Year-End Allocation Calculations
Exhibit C - KCMF FY 26-27 Rollover Balances

County Administration

C.25. ADOPT Resolution No. 2026-317 approving the Side Letter between Contra Costa County and AFSCME, Local One to update the Memorandum of Understanding (MOU) between the parties to replace references to outdated job classifications and amend Subsection 53.1.A - Department of Agriculture Personnel to remove the requirement for Agricultural Biologist/Weights & Measures Inspectors II and III to possess a Hazardous Materials Endorsement to be eligible to receive the 2.5% Class A License differential. **RES 2026-317**

Attachments: Side Letter_Agricultural Biologist Class A_Local One

C.26. ADOPT Resolution No. 2026-320 approving and authorizing the execution and delivery of a Facility Sublease with the California Board of State and Community Corrections for the West County Reentry, Treatment and Housing Project, consenting to the related Site Lease and Facility Lease, and authorizing County officers to execute related documents and take actions necessary to facilitate the issuance of State Public Works Board lease revenue bonds to finance the Project. (100% State Funds) **RES 2026-320**

Attachments: FACILITY SUBLEASE SPWB 2026D (BSCC) (CONTRA COSTA) 8.10.26

C.27. ADOPT Resolution No. 2026-318 updating and reaffirming the County Debt Management Policy, as recommended by the County Administrator. (No fiscal impact) **RES 2026-318**

Attachments: Debt Management Policy August 2026

C.28. APPROVE and AUTHORIZE the County Administrator and Auditor-Controller, or designees, to execute an amended engagement letter and contract amendment with Macias Gini & O'Connell, LLP, increasing the payment limit by $250,000 from $2,579,811 to $2,829,811 for professional auditing services related to conducting financial compliance audits, with no change to the contract term ending May 31, 2028; and APPROVE a budget amendment authorizing the transfer of $250,000 in appropriations from Appropriations for Contingencies (0990) to General Administration (1200). (100% General Fund) **26-3722**

Attachments: MGO Engagement Letter FY2026 - Amendment 1

C.29. APPROVE withdrawal from membership in certain conduit-issuer Joint Powers Authorities and DIRECT the County Administrator, or designee, to provide written notice to each Joint Powers Authority of the withdrawal. (No fiscal impact) **26-3723**

Attachments: Staff Report with Footnotes

County Counsel

C.30. APPROVE amendments to the Conflict of Interest Code for Reclamation District 799 (Hotchkiss Tract), as recommended by County Counsel. **26-3690**

Attachments: Exhibit A - Conflict of Interest Code for Reclamation District 799 (Hotchkiss Tract)
Exhibit B - Conflict of Interest Code for Reclamation District 799 (Hotchkiss Tract) - REDLINE

C.31. APPROVE amendments to the List of Designated Positions of the Contra Costa Mosquito and Vector Control District's Conflict of Interest Code, as recommended by County Counsel. **26-3691**

Attachments: Exhibit A - List of Designated Positions
Exhibit B - List of Designated Positions - REDLINE

C.32. APPROVE and AUTHORIZE the County Counsel, or designee, to execute on behalf of Contra Costa County, a contract amendment to update hourly rates for specialized professional services with Oppenheimer Investigations Group, LLP, effective August 1, 2026. (100% User Fees) **26-3692**

District Attorney

C.33. ADOPT Resolution No. 2026-312 to approve and authorize the District Attorney, or designee, to apply for, accept, and execute a grant award agreement with the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, in an amount not to exceed $147,000, to fund the Human Trafficking Victim Advocacy Program, for the period January 1, 2027 through December 31, 2027. (100% State) **RES 2026-312**

C.34. APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a Software License Agreement with Axon Enterprise, Inc. in an amount not to exceed $62,946 for acquisition of replacement body-worn cameras and associated cloud-based digital evidence storage services, for the period August 1, 2026 through July 31, 2031. (100% General Fund) **26-3694**

C.35. APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement with the California Governor's Office of Emergency Services, Victim Services Branch, for funding of the Victim Witness Assistance Program in the amount of $1,461,065 for the period October 1, 2026 through September 30, 2027. (100% State) **26-3695**

Employment & Human Services

C.36. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Family and Children's Trust Committee to execute an interagency agreement with Mount Diablo Unified School District in an amount not to exceed $100,000 for the Crossroads High School Project serving pregnant and parenting youth for the period July 1, 2026, through June 30, 2027. (80% Federal; 20% Ann Adler Children and Family Trust Donations) **26-3696**

C.37. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Child Abuse Prevention Council of Contra Costa County in an amount not to exceed $100,000 to provide the Nurturing Parenting Program to families and children and to provide 82 gift cards with a total value of $8,200 for the period July 1, 2026, through June 30, 2027. (70% State, 30% County) **26-3697**

C.38. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the California Health Advocates (also known as The California Health Insurance Counseling & Advocacy Program Association) for its California Senior Medicare Patrol to support the Senior Medicare Patrol Volunteer Liaison and ACCEPT funding in an amount not to exceed $10,000 for the period June 1, 2026, through May 31, 2027. (100% Federal) **26-3698**

C.39. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial agreement with Trustees of the California State University on behalf of California State University, East Bay, to provide student internship placement(s) for practical social work field experience to eligible students and Employment and Human Services Department Social Workers staff for the period July 1, 2026 through June 30, 2028. (No fiscal impact) **26-3699**

C.40. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial agreement with the Trustees of the California State University on behalf of California State University, East Bay, for student internship placement(s) for social work field experience in the County for the period August 15, 2026, through August 14, 2031. (No fiscal impact) **26-3700**

C.41. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Trio Community Meals, LLC, in an amount not to exceed $3,095,735 to provide Older Americans Act Title III-C Senior Nutrition Program meal services to eligible seniors for the period July 1, 2026, through June 30, 2027. (84% Federal, 16% State) **26-3701**

Health Services

C.42. ACCEPT a report prepared by the Health Services Department as the Board of Supervisors' response to Contra Costa Civil Grand Jury Report No. 2607, entitled "Ambulance Patient Offload Delays: Time is of the Essence", and DIRECT the Clerk of the Board to transmit the Board's response to the Superior Court. **26-3653**

Attachments: Health Response to CGJ Report 2607
Fire 2026 Grand Jury 2607 Response (Informational Only)

C.43. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the County of Alameda, to pay Contra Costa County an amount not to exceed $3,065,146 for the Contra Costa County's HIV/STI Program's provision of HIV support services to low-income residents diagnosed with HIV disease for the period March 1, 2026 through February 29, 2028. (No County match) **26-3654**

C.44. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Core Mobile Networks, Inc., in an amount not to exceed $410,000 to provide hosted behavioral healthcare regulatory data management software for Contra Costa Behavioral Health for the period August 25, 2026 through August 24, 2029. (100% Proposition 30) **26-3655**

C.45. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Advent Advisory Group LLC, in an amount not to exceed $72,000 to provide audit and performance measure services for the Contra Costa Health Plan to comply with the Department of Managed Health Care regulatory requirements for the period October 1, 2026 through September 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **26-3656**

C.46. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed $36,432 to ECG Management Consultants, LLC, for providing management consulting services for enhancements to the Appointment Unit at Contra Costa Regional Medical Center and Health Centers, for the months of May and June 2026, as recommended by the Health Services Director. (100% Hospital Enterprise Fund I) **26-3657**

C.47. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with First Databank Inc. (FDB) in an amount not to exceed $211,602 for the license of FDB MedKnowledge prescription medication software for Contra Costa Regional Medical Center and Health Centers for the period July 1, 2026 through June 30, 2027. (100% Hospital Enterprise Fund I) **26-3658**

C.48. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order amendment with Beckman Coulter, Inc., to increase the payment limit by $916,000 to an amount not to exceed $9,416,000 for the purchase of additional reagents and supplies for the clinical laboratory at Contra Costa Regional Medical Center with no change to the term ending November 30, 2026. (100% Hospital Enterprise Fund I) **26-3659**

C.49. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Discover Me | Us Marriage and Family Therapy Prof. Corp. (dba Discover Me Us Counseling Services), to increase the payment limit by $210,000 to an amount not to exceed $430,000 to provide additional Medi-Cal Specialty Mental Health Services for beneficiaries in Contra Costa County with no change in the term ending June 30, 2027. (30% Federal Medi-Cal; 30% Mental Health Realignment; 40% Contra Costa Health Plan Enterprise Fund II) **26-3660**

C.50. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Foundation Hospitals, to provide supervised clinical field instruction to Kaiser's medical resident students at County's Adult Detention facilities for the period September 1, 2026 through August 31, 2029. (Non-financial) **26-3661**

C.51. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract extension with Metropolitan Van and Storage Inc., to extend the termination date through March 31, 2027 to continue providing moving and storage services of heavy furniture and equipment at Contra Costa Regional Medical Center and Health Centers with no change in the payment limit of $800,000. (100% Hospital Enterprise Fund I) **26-3662**

C.52. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with American Public University System (dba Rasmussen University), for its nursing and public health students to receive clinical field experience and instruction through the County's Public Health Division for the period September 1, 2026 through August 31, 2028. (Non-financial) **26-3663**

C.53. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Prometheus Laboratories Inc., to increase the payment limit by $200,000 to a new payment limit not to exceed $400,000, and to extend the termination date through October 31, 2029 to provide additional outside laboratory testing services for Contra Costa Regional Medical Center and Health Centers. (100% Hospital Enterprise Fund I) **26-3664**

C.54. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Psychiatric Transitions Incorporated, in an amount not to exceed $2,455,720 to provide residential care and mental health rehabilitation services for adults with mental illness for the period September 1, 2026 through August 31, 2027. (100% Mental Health Realignment) **26-3665**

C.55. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Irina V Kolomey D.O. (dba Health in Focus Medical Associates), in an amount not to exceed $300,000 to provide primary care physician services for Contra Costa Health Plan members and County recipients for the period August 1, 2026 through July 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-3666**

C.56. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Loomis Armored US, LLC, in an amount not to exceed $60,000 for armored vehicle transportation services of cash, currencies, and other valuables for the period of August 1, 2026 through July 31, 2027. (100% Hospital Enterprise Fund I) **26-3667**

C.57. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed $800,000 to provide housing information services for County residents diagnosed with HIV for the period July 1, 2026 through June 30, 2028. (100% Federal Housing Opportunities for Persons with AIDS) **26-3668**

C.58. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with CEP America – AUC, PC, in an amount not to exceed $900,000 to provide wound care and hyperbaric oxygen therapy services for Contra Costa Health Plan members and County recipients for the period August 1, 2026 through July 31, 2029. (100% Contra Costa Health Plan Enterprise Fund II) **26-3669**

C.59. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 865 gift cards and transportation vouchers including applicable fees and shipping in an amount not to exceed $38,350 for clients served by Public Health's Family, Maternal and Child Health Programs for the period of August 1, 2026 through June 30, 2027. (100% California Department of Public Health and California Home Visiting Program) **26-3670**

C.60. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Leigh Fulford Kjeldsen (dba Valley Audiology), in an amount not to exceed $900,000 to provide audiology services for Contra Costa Health Plan members and County recipients for the period July 1, 2026 through June 30, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-3671**

C.61. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gregory Barmé, M.D., in an amount not to exceed $600,000 to provide urology services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2026 through August 31, 2029. (100% Hospital Enterprise Fund I) **26-3672**

C.62. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Samuel Cho MD, Inc., to provide additional cardiology services at Contra Costa Regional Medical Center and Health Centers with no change in the payment limit of $2,150,000 or term ending August 31, 2027. (100% Hospital Enterprise Fund I) **26-3673**

C.63. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with UpToDate, Inc., in an amount not to exceed $91,557 for a pharmaceutical drug referential document management solution for Contra Costa Regional Medical Center and Health Centers for the period June 30, 2026 through June 29, 2029. (100% Hospital Enterprise Fund I) **26-3674**

C.64. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Manjari Nathan, M.D. Inc, in amount not to exceed $1,020,000 to provide pulmonary services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2026 through August 31, 2029. (100% Hospital Enterprise Fund I) **26-3675**

C.65. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Next Steps Neuro Psychology PC, in an amount not to exceed $300,000 to provide behavioral health therapy and neuropsychological testing services for Contra Costa Health Plan members and County recipients for the period August 1, 2026 through July 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-3676**

C.66. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 25 Safeway, 25 Target, 25 Walmart, and 50 SaveMart gift cards plus applicable shipping costs for a total not to exceed $6,350 for clients of the Acute Communicable Disease Program to help prevent disease transmission in the community. (100% California Emerging Infections Program Grant) **26-3677**

C.67. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of San Pablo, to pay the County an amount not to exceed $103,073 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2026 through June 30, 2027. (15% County match funded by Medi-Cal Administrative Activities revenues) **26-3678**

C.68. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Littlejohn Data Consulting, LLC, in an amount not to exceed $865,200 to provide consultation and technical assistance to Contra Costa Health's Information Systems Unit in supporting Behavioral Health and Finance initiatives for the period September 1, 2026 through August 31, 2029. (100% Hospital Enterprise Fund I) **26-3679**

C.69. APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the California Department of Public Health, to pay the County an amount not to exceed $3,872,956 for the Future of Public Health funding to support public health's workforce and infrastructure for the period July 1, 2026 through June 30, 2027. (No County match) **26-3680**

C.70. 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 $1,062,322 for the Child Health and Disability Prevention Program, the Health Care Program for Children in Foster Care, and psychotropic medication management and monitoring oversight activities for the period July 1, 2026 through June 30, 2027. (No County match) **26-3681**

C.71. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), to increase the payment limit by $1,350,000 to an amount not to exceed $5,002,516 to provide additional rapid rehousing and homeless prevention services for homeless adults and transitional age youth on probation with no change in the term ending June 30, 2027. (100% Probation Department) **26-3682**

C.72. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Community Resources, Inc., in an amount not to exceed $404,266 to provide rapid rehousing services for individuals and families experiencing homelessness in Contra Costa County for the period July 1, 2026 through June 30, 2027. (100% Measure X) **26-3683**

C.73. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Ride Roundtrip, Inc., to increase the payment limit by $10,000,000 to an amount not to exceed $30,000,000 for additional hosted software application system access for transportation coordination, scheduling, and dispatch services for Medi-Cal patients with no change in the term. (69% Contra Costa Health Plan Hospital Enterprise Fund II; 16% Hospital Enterprise Fund I; 15% Health Care for the Homeless/ Health Resource Services Association) **26-3684**

C.74. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Community Services, Inc., in an amount not to exceed $1,656,188 to provide mental health outreach and support services for homeless and disabled adults with mental illness at the Don Brown Shelter in East County for the period July 1, 2026 through June 30, 2027. (35% Mental Health Realignment; 49% Mental Health Block Grant; 16% Behavioral Health Services Act) **26-3685**

C.75. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Concord, to pay the County an amount not to exceed $1,491,842 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the period July 1, 2026 through June 30, 2029. (No County match) **26-3686**

C.76. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ibrahimi Medical, Inc. (dba Symphony Health), in an amount not to exceed $800,000 to provide primary care physician services for Contra Costa Health Plan members and County recipients for the period August 1, 2026 through July 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-3687**

C.77. APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review Credentialing Committee and Medical Director and the Health Services Director on July 9, 28, and 29, 2026, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services. (No fiscal impact) **26-3688**

Attachments: Provider List - July 9, 28 and 29, 2026

C.78. Ratify the execution of a Letter of Participation with Cardinal Health 110, LLC and Cardinal Health 112, LLC, effective the first day of the month following full execution and continuing for three years thereafter, and including an automatic extension to match the term of the Base Agreement to allow the West County Detention Facility to procure pharmaceuticals and related supplies. (No fiscal impact) **26-3689**

Human Resources

C.79. ADOPT Position Adjustment Resolution No. 26638 to add one (1) District Attorney Senior Inspector (represented) in the District Attorney's Office. (100% State) **26-3646**

Attachments: PAR form - DA Sr. Inspector - Insurance Fraud

C.80. ADOPT Position Adjustment Resolution No. 26640 to add one (1) Probation Director position (unrepresented) in the Probation Department. (100% General Fund) **26-3647**

Attachments: PAR 26640-Add Probation Director position

C.81. INTRODUCE Ordinance No. 2026-13 amending the County Ordinance Code to retitle the merit system exempt classification of Deputy Executive Director, Contra Costa Health Plan-Exempt to the new title of Health Plan Division Director-Exempt, WAIVE READING and FIX September 8, 2026, for adoption. **26-3648**

Attachments: Ord 2026-13 re retitle Health Plan Division -Exempt- August 2026

Information and Technology

C.82. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Dell Technologies in an amount not to exceed $22,000 subject to Dell's terms of sale and NASPO Agreement 23026, for the purchase of Dell equipment and hardware to support the Agriculture/Weights & Measures Department computer refresh initiative. (100% User Departments) **26-3649**

C.83. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Sirius Computer Solutions, LLC (a CDW Company), an IBM reseller, in an amount not to exceed $21,000 for the purchase of IBM Virtualization Engine Service hardware maintenance and extended support, subject to Sirius's terms and conditions, for the period of October 11, 2026, through October 10, 2027. (100% User Departments) **26-3650**

C.84. APPROVE and AUTHORIZE the Purchasing Agent or designee, on behalf of the Chief Information Officer, to execute a Purchase Order with Wordly, Inc. in an amount not to exceed $55,000, subject to Wordly's terms of service, for AI-powered translation and interpretation services for use at Board of Supervisors meetings for the period of September 2, 2026, through September 1, 2027. (100% User Departments) **26-3651**

C.85. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with ePlus Technology, Inc., a third-party reseller, for the purchase of Rubrik software and support used in the storage of backup data for recovery purposes, subject to Rubrik, Inc.'s end user license agreement, in an amount not to exceed $420,000 for the period of September 1, 2026, through August 31, 2027. (100% User Departments) **26-3652**

Probation/Reentry and Justice

C.86. APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract amendment with RDA Consulting, to extend the term from June 30, 2026, to September 30, 2026, for the completion of the 2026 Juvenile Probation Report, with no change to the payment limit. (67% General Fund, 33% State) **26-3624**

C.87. APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract amendment with Bay Area Legal Aid, to increase the payment limit by $182,945 to a new payment limit of $930,708 and to extend the contract term through December 31, 2026, to continue providing permanency, public benefits, and educational advocacy services, and other related legal services, to low-income and high-risk youth throughout Contra Costa County. (100% State) **26-3625**

C.88. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Probation Officer, a purchase order with Abel Screening, Inc., in an amount not to exceed $9,000, for a behavioral risk screening tool designed for youth-serving organizations, for the period September 1, 2026, through August 31, 2029. (100% General Fund) **26-3626**

Public Defender

C.89. APPROVE and AUTHORIZE the Public Defender, or designee, to execute a Memorandum of Understanding (MOU) with National Legal Aid and Defender Association (NLADA), in an amount not to exceed $8,000 to host an AmeriCorps VISTA member, for performance measurement and data analysis support services for the period June 1, 2026 through May 31, 2027. (100% General Fund) **26-3627**

Public Works

C.90. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a Participating Addendum with Liquidity Services Operations, LLC., in an amount not to exceed $900,000, for auction services with related solutions, for use by multiple divisions of the Public Works Department, during the period of August 25, 2026, through January 27, 2029, Countywide. (100% Fleet Internal Service Fund) **26-3628**

Attachments: Participating Addendum - GovDeals
Liquidity-GovDeals Contract

C.91. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Department, a purchase order with VitalSmarts, LC in an amount not to exceed $24,300 and ACCEPT their Terms and Conditions for the purchase of virtual course materials, Martinez area. (100% Various Road, Flood Control, and Special Districts Funds) **26-3629**

Attachments: Standard Terms and Conditions of Purchase

C.92. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a Participating Addendum with Network Services Company, in an amount not to exceed $2,500,000, for janitorial supplies and equipment for use during the period of August 25, 2026, through April 26, 2027, Countywide. (100% User Departments) **26-3630**

Attachments: Participating Addendum - Network Services Company

C.93. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Got Power, Inc. in an amount not to exceed $3,000,000, to provide on-call generator maintenance and repair services at various County sites and facilities, for the period of August 1, 2026 through July 31, 2031, Countywide. (100% General Fund) **26-3631**

C.94. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Massone Mechanical, Inc. in an amount not to exceed $2,000,000, to provide on-call refrigeration maintenance and repair services at various County sites and facilities, for the period of June 1, 2026 through May 31, 2031, Countywide. (100% General Fund) **26-3632**

C.95. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Peterson Trucks, Inc., in an amount not to exceed $1,000,000, to provide truck parts supply and support services for the period of August 1, 2026 through July 31, 2029, Countywide. (100% Fleet Internal Service Fund) **26-3633**

C.96. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Frank McGuire effective August 31, 2026, to extend the term through November 30, 2026, with no change to the payment limit, for on-call landscaping services at various County sites and facilities, Countywide. (No fiscal impact) **26-3634**

C.97. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dynamic Dzyne Associates, Inc., Inc. in an amount not to exceed $322,000 for construction management services for the 2026 Crockett and Port Costa Overlays and Curb Ramps Project, for the period June 23, 2026 through December 31, 2027, Crockett and Port Costa areas. (100% Local Road Funds) **26-3635**

C.98. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, individual purchase orders with: Azco Supply, Inc., CED Bay Area – Concord, JAM Services, Nor Cal Signal Supply LLC, Swarco McCain, Inc, and Traffic and Parking Control Co., LLC, in an amount not to exceed $1,750,000 for each purchase order, to supply traffic signal equipment, materials, and related maintenance supplies on an as-needed basis, for the period August 25, 2026 through August 24, 2029, Countywide. (100% General Fund) **26-3636**

C.99. APPROVE and AUTHORIZE the Public Works Director, or designee, to advertise the Chiller Replacement Project at 151 Linus Pauling Drive, Hercules area. (60% Measure X Funds, 40% General Fund) **26-3637**

C.100. AUTHORIZE the Public Works Director, or designee, to advertise the 2026 On-Call Walking Excavator Services Contracts for Various Road and Flood Control Maintenance Work to provide walking excavator services on steep slopes for rock slope protection repair, road bench repair, and creek bank repair, Countywide. (100% Local Road Funds and Flood Control Funds) **26-3638**

C.101. AMEND Resolution No. 2026-92, which granted a ten-year pipeline franchise renewal to Chevron U.S.A. Inc. for pipelines located in unincorporated areas of the County near Bay Point, Brentwood, Byron, Martinez, and North Richmond, to add 350 feet of pipeline subject to the franchise renewal, as recommended by the Public Works Director. (100% Pipeline Franchise Fees) **26-3639**

Attachments: Chevron Exhibit 1

C.102. AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts with Bel-Air Mechanical, Inc. and Air Systems Service & Construction LLC, effective September 7, 2026, in the amount of $1,000,000 each for mechanical projects including but not limited to facilities maintenance, improvement, repair, modernization, remodeling, heating, ventilation, air conditioning (HVAC) installation, and other related work, Countywide. (100% Various Funds) **26-3640**

C.103. AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts with A. Teichert & Son, Inc., Mark Scott Construction, Inc., and Ground Control, Inc., effective August 25, 2026, in the amount of $3,000,000 each, for a term of one year for Class A horizontal construction work, maintenance and improvements, Countywide. (100% Various Funds) **26-3641**

Attachments: Contract -Ground Control
Contract -Mark Scott
Contract -Teichert

C.104. AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts with C & J Painting and KBI Painting, Inc., effective September 7, 2026, in the amount of $1,000,000 each for painting projects including but not limited to facilities maintenance, improvement, repair, modernization, remodeling, and other related work, Countywide. (100% Various Funds) **26-3642**

C.105. AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts with A CST Group Inc. and Mark Scott Construction, Inc., effective August 25, 2026, in the amount of $2,000,000 each, for a term of one year for Class B horizontal construction work, maintenance and improvements, Countywide. (100% Various Funds) **26-3643**

Attachments: Contract -Dynasel
Contract -Mark Scott

C.106. Acting as the governing board of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee to execute a livestock grazing license agreement with John and Shanon Ginochio, regarding a portion of the property located at Milton F. Kubicek Detention Basin at Castle Rock Road, beginning August 25, 2026, and ending August 24, 2029, at a one-time cost of $600, Walnut Creek area. (100% Flood Control Zone 3B Funds) **26-3644**

Attachments: License Agreement - Grazing License - Ginochio

C.107. RESCIND Traffic Resolution No. 2012/4351 for Clement Avenue, as recommended by the Public Works Director, Bay Point area. (No fiscal impact) **26-3645**

Risk Management

C.108. RECEIVE report concerning the final settlement of John Martinez vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $950,000 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund) **26-3615**

C.109. DENY claims filed by Helen Arth; Seema Kadaba & Eric Byrne; James Huntington; Tenaye Jones; Ali Namdar; A.J.O., a minor, by & through his parent & guardian Lisa Frances Ornelas; Armando Ornelas; Lisa Frances Ornelas; Justin Riele; Rodric P. Stanley Jr.; and UCSF Medical Center @ Parnassus for Jemarieve Clark. DENY amended claim filed by Mercury Insurance, a subrogee of Amornrit Pukdeedamrongrit. GRANT late claim filed by K.F., a minor. **26-3616**

Sheriff

C.110. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Versaterm Public Safety US, Inc. in an amount not to exceed $10,118, and ACCEPT a Master Software and Services Agreement for maintenance and updates of IA Pro, an investigative software, and Blue Team, a platform with historical data and work process automations, for the period November 1, 2026 through October 31, 2027. (100% General Fund) **26-3617**

C.111. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to accept a donation in the amount of $10,000 from Marathon Petroleum Corporation to support the Bay Point Bike and Safety Rodeos hosted by the Office of the Sheriff. (100% Restricted Donation Revenue) **26-3618**

C.112. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Shimadzu Corporation, in an amount not to exceed $107,184 and ACCEPT the terms and conditions for preventative maintenance, extended warranty, and repairs for the Liquid Chromatograph Tandem Mass Spectrometer instruments used to analyze biological samples, for the period October 26, 2026 through October 25, 2027. (100% General Fund) **26-3619**

C.113. APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to execute a contract with Matthew Guichard for coroner's inquest hearing services, in an amount not to exceed $25,000, for the period May 1, 2026 through April 30, 2028. (100% General Fud) **26-3620**

C.114. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with EAN Services, LLC in an amount not to exceed $120,000, and ACCEPT a Subscription and Rental Agreement to provide car rental services for the Office of the Sheriff Investigations Unit, for the period May 1, 2026 through April 30, 2027. (100% General Fund) **26-3621**

C.115. RECEIVE the Contra Costa County Office of the Sheriff's annual military equipment report for calendar year 2025; RENEW County Ordinance No. 2022-29, which adopted and approved a military equipment use policy for the Office of the Sheriff; and MAKE necessary findings based on the Office of the Sheriff's annual military equipment report. (No fiscal impact) **26-3622**

Attachments: 2025 GC 7070 Defined Equipment Report
1.07.30_ Government Code Section 7070 Defined Equipment
CCCSO Appendix 16 GC 7070 Defined Equipment Inventory
CCC Ordinance 202229 002

Treasurer - Tax Collector

C.116. ACCEPT the Treasurer's Quarterly Investment Report as of June 30, 2026, as recommended by the County Treasurer-Tax Collector. **26-3623**

Attachments: Q2_2026 TOC_Final

GENERAL INFORMATION

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

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

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board before the Board votes on the motion to adopt. Each member of the public will be allowed two minutes to comment on the entire consent agenda.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for public testimony. Each speaker during public testimony will be limited to two minutes. After public testimony, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 1025 Escobar Street, First Floor, Martinez, CA 94553 or to clerkoftheboard@cob.cccounty.us.

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

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

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000.

Anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda may contact the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

BOARD OF SUPERVISORS STANDING COMMITTEES

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

Airport Committee: September 3, 2026 at 10:00 a.m.
Economic Development Committee: October 5, 2026 at 10:00 a.m.
Equity Committee: September 21, 2026 at 10:30 a.m.
Family and Human Services Committee: September 14, 2026 at 10:30 a.m.
Finance Committee: October 5, 2026 at 9:30 a.m.
Internal Operations Committee: September 28, 2026 at 10:30 a.m.
Head Start Advisory Committee: September 21, 2026 at 9:00 a.m.
Legislation Committee: September 28, 2026 at 9:00 a.m.
Los Medanos Healthcare Operations Committee:October 5, 2026 at 10:00 a.m.
Public Protection Committee: September 21, 2026 at 1:30 p.m.
Resilient Shoreline Committee: October 12, 2026 at 9:00 a.m.
Sustainability Committee: September 14, 2026 at 1:00 p.m.
Transportation, Water and Infrastructure Committee: September 28, 2026 at 1:00 p.m.

Glossary of Acronyms, Abbreviations, and other Terms

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

File #: 26-3724 **Agenda Date:** 8/25/2026 **Agenda #:** D.1.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: 2026 TRUTH Act Community Forum

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
HOLD a community forum regarding the provision of access of certain individuals to the federal Immigration and Customs Enforcement Agency, pursuant to Government Code section 7283.1(d):

a. Receive opening staff report from the County Administrator's Office (Enid Mendoza, Senior Deputy County Administrator);
b. Receive a presentation from Immigrant Legal Resource Center (Miosotti "Mio" Tenecora, Staff Attorney);
c. Receive report from the Sheriff-Coroner (Hon. David O. Livingston, Sheriff-Coroner); and
d. Receive Public Comment.

FISCAL IMPACT:
There is no fiscal impact.

BACKGROUND:

Summary:
The purpose of this item is to hold a community forum and receive the Sheriff's report regarding individuals housed in a County detention facility who they provided United States Immigration and Customs Enforcement (ICE) "access" to in calendar year 2025, in compliance with the Transparent Review of Unjust Transfers and Holds Act, Government Code section 7283.1(d), commonly referred to as the "TRUTH Act".

While the statute requires the Board to convene the forum, no action is required by the Board. Additionally, the necessity of the County holding today's forum pursuant to the TRUTH Act is not a punitive measure, rather, it is a transparency initiative in statute designed to ensure notification to the public of the extent and nature of communications between the federal government and local law enforcement agencies in very specific circumstances.

The data reported by the Sheriff's Office reflects "ICE access" via ICE I-247A Requests for Notification. In 2025, the Sheriff's Office Custody Services Bureau received a total of 724 I-247A requests, of which a total of 124 were responded to. Of the 124 responses, 32 were notifications on the same person, resulting in a net total of 92 notifications of individuals.

Community Forum History and Requirements

As of January 1, 2018, Government Code section 7283.1(d) requires the Board of Supervisors to hold in the following year, a community forum if a local law enforcement agency operated by the Board "has provided ICE access to an individual during the last year". Statute requires that the forum be "open to the public, in an accessible location, and with at least 30 days' notice". Additionally, the public forum is to inform "the public about ICE's access to individuals" and for the Board "to receive and consider public comment".

Once it has been determined that a community forum is necessary, statute provides that local law enforcement agencies participating in the forum, "provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted."

The TRUTH Act defines "ICE access" as all of the following:

1. Responding to an ICE hold, notification, or transfer request;
2. Providing ICE with advance notice of detention facility release information that is not otherwise available to the public;
3. Providing ICE with non-public information regarding detention facility release dates, home or work addresses;
4. Permitting ICE to interview an individual; or
5. Providing ICE with probation or parole check-in dates and times.

The text of the TRUTH Act, Government Code sections 7283 and 7283.1 are included as *Attachment A* for reference, and contain further definitions and non-forum related requirements.

The County has held annual TRUTH Act community forums since 2018. On July 9, 2018, the Sheriff's Office informed ICE and the United States Marshals Service (the "Service") of the determination to terminate agreements with the Service related to the housing of ICE Agency detainees. The County has not entered into subsequent contracts and does not house ICE Agency detainees within the adult or juvenile detention facility systems.

County Process and Determination to hold Community Forum

In anticipation of the need to hold a community forum, the Board of Supervisors at its October 21, 2026, meeting, adopted its Calendar Year 2026 meeting schedule, with the TRUTH Forum listed for the August 25, 2026 meeting.

In compliance with the 30-days' notice requirement, on July 20, 2026, the Contra Costa Times, a newspaper of general circulation within the County, published formal notice of the forum. In addition to this formal notice, the date and time of the County's community forum has been circulated in various County media releases since July 23, 2026. A copy of the Proof of Publication issued by the Contra Costa Times and the County's media release are included as *Attachment B* to this report.

Since the TRUTH Act definition of "local law enforcement agency" is broad and the definition of "ICE access" is specific, the County Administrator's Office annually requires each department head within the County to certify the following, to determine whether a community forum is required to be held pursuant to the statute:

1. Whether the department is a "local law enforcement agency" as defined by the TRUTH Act; and
2. If the department *is* a "local law enforcement agency", did the department provide "ICE access" during

the prior calendar year.

On June 25, 2026, the County Administrator sent correspondence to all department heads requesting that each certify responses to the above two questions. A copy of the County Administrator's letter and Certification Form are included as *Attachment C* to this report.

The Sheriff's Office reported as having met the statutory definition for providing ICE access in calendar year 2025, which determined the Board of Supervisors' need to convene a community forum pursuant to Government Code section 7283.1(d). No other County department reported as having provided ICE access in calendar year 2025. A summary of department head responses is included as *Attachment D*.

Public Accessibility

Since 2019, Spanish translation and interpretation of TRUTH Act community forum proceedings has been successfully integrated and continues to be available this year.

The following accessibility and language access tools are available to maximize community involvement and participation during the forum:

1. Written Public Comment:
   Written public comments received in advance and by Monday, August 17 will be published with the agenda materials. This ensures that comments submitted in written format are published for review by all parties participating in today's forum. As of Monday, August 17, 2026, at 5:00 p.m., no written public comment or question was received related to this item.

2. Real-time Closed Captioning and Simultaneous Spanish Interpretation:
   The County utilizes Wordly for simultaneous interpretation of Board of Supervisors meetings. The County's Wordly subscription provides simultaneous audio and written interpretation of English to many languages, as well as interpretation of Spanish to English as needed during the public comment period. Attendees can access interpretation by scanning a QR code from their mobile device while attending in person or directly through Zoom if participating remotely.

   The public may also watch the forum on Contra Costa TV channels and turn on SAP (Secondary Audio Programming). Closed captioning is also available in English during the forum's live broadcast and on video posted on the County website.

3. Immigration Advocacy:
   The County has traditionally allowed for a coordinated presentation by the immigration advocacy community which, in past years, had been presented by senior attorneys from Criminal Justice Reform Program at Asian Americans Advancing Justice - Asian Law Caucus (ALC), the Contra Costa Immigrant Rights Alliance (CCIRA), and Immigrant Legal Resources Center (ILRC). This year, County staff reached out to CCIRA and ILRC. Both responded with interest in co-presenting at the 2026 TRUTH Act Community Forum. The ILRC presentations are attached.

4. County Department Report:
   As the sole responding law enforcement agency that has provided ICE access, the Office of the Sheriff's report is attached.

CONSEQUENCE OF NEGATIVE ACTION:
The TRUTH Act community forum is required to be held by the governing board of a local agency pursuant to Government Code section 7283.1(d) if a local law enforcement agency within that jurisdiction has provided ICE access to an individual. The statute only requires that the community forum be convened and does not require that any action be taken by the local governing board. Should the Board choose not to hold the community forum it must be scheduled for a future date to comply with state law.

2026 TRUTH Act Community Forum Introduction

(Transparent Review of Unjust Transfers and Holds)

Enid Mendoza
Senior Deputy County Administrator
County Administrator's Office

August 25, 2026

Forum Agenda

1. Introduction by the County Administrator's Office
    a. History of Key Immigration Related Laws
    b. TRUTH Act Community Forum Definitions and Purpose
    c. Contra Costa County Processes
    d. Forum Access
    e. Recommended Board Actions
2. Presentation by Immigrant Legal Resource Center (Attached)
3. Report from the Sheriff-Coroner (Attached)
4. Public Comment

History of Key Immigration Related Laws

Transparency and Responsibility Using State Tools (TRUST) Act (2014)

Assembly Bill 4, limits the circumstances under which local law enforcement can detain individuals on behalf of federal immigration authorities.

Transparent Review of Unjust Transfers and Holds (TRUTH) Act (2017)

Assembly Bill 2792, mandates local jails and juvenile detention facilities to provide written consent to an incarcerated individual informing them of their rights prior to an interview with United States Department of Homeland Security - Immigration and Customs Enforcement (ICE) personnel, and notify incarcerated individuals when their release dates are provided to ICE, as well as for the governing body to hold a community for local law enforcement agencies under their jurisdiction to report on individuals' information provided to ICE.

California Values Act (SB 54) (2018)

Senate Bill 54, limits the circumstances under which local law enforcement may use funds, facility, property, equipment or personnel to investigate, interrogate, detain, detect or arrest persons for immigration enforcement purposes.

California Government Code 7283.1(d)

Beginning January 1, 2018, the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive and consider public comment. As part of this forum, the local law enforcement agency may provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted.

TRUTH Act Definitions

"**Community forum**" - a regular meeting of the local governing body that is open to the public, where the public may provide comment, is in an accessible location, and is noticed at least 30 days in advance.

"**Local law enforcement agency**" - any agency … that is authorized to enforce criminal statutes, regulations, or local ordinances; or to operate jails or to maintain custody of individuals in jails; or to operate juvenile detention facilities or to maintain custody of individuals in juvenile detention facilities; or to monitor compliance with probation or parole conditions.

"**Notification request**" means an Immigration and Customs Enforcement request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247.

TRUTH Act Definitions - Continued

"**ICE access**" - for the purposes of civil immigration enforcement, including when an individual is …otherwise under the control of the local law enforcement agency, all of the following:

1) Responding to an ICE hold, *notification*, or transfer request.
2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.
3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
4) Allowing ICE to interview an individual.
5) Providing ICE information regarding dates and times of probation or parole check-ins.

Forum Purpose

Transparency initiative in statute for local law enforcement agencies to report on the extent and nature of communications with the federal Immigration and Customs Enforcement(ICE) Agency

Hold a community forum, pursuant to Government Code 7283.1(d):

- During the following year, that is open to the public, in an accessible location; and
- With at least 30 days' public notice (Attachment A); and
- Receive and consider public comment.

Contra Costa County:

- Has held TRUTH Act Community Forums since 2018
- Does not hold any contract with the ICE agency nor house ICE agency detainees within its adult or juvenile detention facility systems.

Contra Costa County Processes

Department Head Certifications:

1. Does their department meet the definition of “local law enforcement agency”?
2. If yes, did their department provide “ICE access”?

Responses from 25 County departments (summary – Attachment D):

- 7 departments - “yes” to meeting the definition of a local law enforcement agency”.
- 1 department (Sheriff-Coroner) – “yes” to providing “ICE access”.

Forum Access

1. Attend the forum in person on August 25 at 1025 Escobar St. in Martinez:
    a. Board Chambers
    b. 1st Floor conference room streaming in Spanish
2. Watch live at www.contracosta.ca.gov or on CCTV:
    a. AT&T U-verse Channel 99, Comcast Channel 27, or WAVE Channel 32.
    b. Real-time closed captioning and live audio and written translation through Wordly.
3. Public comments or questions:
    a. In person, by phone, or Zoom during the meeting.
    b. Written public comment in advance by emailing it to TRUTHAct@cob.cccounty.us or mailing it to the Clerk of the Board.

Recommended Board Actions

1. Receive presentation from the County Administrator's Office

   (Enid Mendoza, Senior Deputy County Administrator);

2. Receive presentation from Immigrant Legal Resource Center

   (Miosotti Tenecora, Staff Attorney)

3. Receive report from the Sheriff-Coroner

   (Hon. David O. Livingston, Sheriff-Coroner); and

4. Receive and consider public comment

Contra Costa County TRUTH ACT FORUM 2026

IMMIGRANT LEGAL RESOURCE CENTER
1458 Howard Street | San Francisco, CA 94103 INFO@ILRC.ORG

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The Contra Costa Immigrant Rights Alliance (CCIRA) is a coalition of community, faith, advocacy, and immigrant-led organizations that formed in the Spring of 2017 to help make Contra Costa a county that welcomes, honors, and protects the rights of immigrant members of our communities

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OVERVIEW OF CCIRA

MISSION

Ensure the immigrant community has safe, healthy, and free lives. We pursue that mission by advocating for policies, campaigns, and resources that safeguard the rights of all immigrant community members.

GOALS

- Improve access to resources, services
- Build power for immigrant communities
- Interrupt the crimmigration system
- Promote dignity, freedom, safety and health of our immigrant communities.

VALUES

- Build immigrant rights
- Support & protect each other
- Honor and fight for dignity of all
- Center and be led by directly impacted
- Fight against state tools that seek to deport, surveil, and brutalize our communities.
- Recognize history of anti-Blackness

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Community concerns about local law enforcement working with ICE

- Unnecessarily **expends local resources on immigration enforcement,** which is not a responsibility of Sheriff's department
- **Fosters distrust between immigrant communities and local law enforcement**. Makes immigrant communities view local law enforcement and ICE as the same
- **Opens local law enforcement up to liability,** which means tax dollars are used to pay out settlements.
- Can result in the **permanent separation of community members from their families** and intergenerational trauma. Black, brown & AAPI folks most harmed by mass incarceration and criminalization suffer the most.

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Changes in Federal Immigration Enforcement

- Increase in unlawful immigration enforcement tactics
- Diversion of federal agencies to conduct immigration enforcement
- Federal funding expanded
- Complete disregard for the rule of law and due process rights
- Increase in interior family separation
- Deportation to dangerous third countries

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Further TRUTH Act Engagement

ILRC will maintain engagement with the County, if necessary, on any unlawful actions discovered in relation to the TRUTH Act data presented by the Sheriff.

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CCIRA'S RECOMMENDATIONS

CONTRA COSTA
IMMIGRANT RIGHTS ALLIANCE

- STOP responding to ICE Notifications altogether
- Join other counties in the Bay in passing a county ordinance to end all ICE cooperation

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Thank you

If you have any questions or concerns, please contact:

Miosotti "Mio" Tenecora
Staff Attorney, Immigrant Legal Resource Center
mtenecora@ilrc.org

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Condado de Contra Costa

FORO DE LA LEY TRUTH 2026

IMMIGRANT LEGAL RESOURCE CENTER

1458 Howard Street | San Francisco, CA 94103 | INFO@ILRC.ORG

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La Alianza por los Derechos de los Inmigrantes de Contra Costa (CCIRA, por sus siglas en inglés) es una coalición de organizaciones comunitarias, religiosas, de defensa de derechos y lideradas por inmigrantes que se formó en la primavera de 2017 para ayudar a hacer de Contra Costa un condado que dé la bienvenida, honre y proteja los derechos de las personas inmigrantes de nuestras comunidades.

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PANORAMA GENERAL DE CCIRA

MISIÓN

Garantizar que la comunidad inmigrante pueda vivir de manera segura, saludable y libre. Cumplimos esta misión abogando por políticas, campañas y recursos que protejan los derechos de todas las personas de la comunidad inmigrante.

OBJETIVOS

- Mejorar el acceso a recursos y servicios
- Fortalecer el poder de las comunidades inmigrantes
- Interrumpir el sistema que vincula la criminalización con la aplicación de las leyes migratorias
- Promover la dignidad, la libertad, la seguridad y la salud de nuestras comunidades inmigrantes

VALORES

- Fortalecer los derechos de las personas inmigrantes
- Apoyarnos y protegernos mutuamente
- Honrar y luchar por la dignidad de todas las personas
- Centrar y seguir el liderazgo de las personas directamente afectadas
- Luchar contra las herramientas del Estado que buscan deportar, vigilar y ejercer violencia contra nuestras comunidades
- Reconocer la historia del racismo antinegro

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Preocupaciones de la comunidad sobre la colaboración de las agencias de policía locales con ICE

- Se gastan innecesariamente recursos locales en la aplicación de las leyes migratorias, lo cual no es responsabilidad del Departamento del Sheriff.
- Genera desconfianza entre las comunidades inmigrantes y las agencias de policía locales. Hace que las comunidades inmigrantes perciban a las agencias de policía locales y a ICE como una misma entidad.
- Expone a las agencias de policía locales a responsabilidad legal, lo que significa que se utilizan fondos de los contribuyentes para pagar acuerdos y compensaciones.
- Puede resultar en la separación permanente de miembros de la comunidad de sus familias y causar trauma intergeneracional. Las personas negras, latinas y de las comunidades asiático-americanas y de las islas del Pacífico (AAPI), quienes ya se ven desproporcionadamente afectadas por el encarcelamiento masivo y la criminalización, sufren las consecuencias más graves.

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Cambios en la aplicación federal de las leyes de inmigración

- Aumento de tácticas ilegales para hacer cumplir las leyes de inmigración

  Desvío de agencias federales para llevar a cabo operativos de inmigración
- Ampliación del financiamiento federal
- Desprecio absoluto por el Estado de derecho y los derechos al debido proceso
- Aumento de la separación de familias dentro del país
- Deportación a terceros países peligrosos

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Mayor participación en relación con la Ley TRUTH

ILRC mantendrá su participación con el Condado, de ser necesario, respecto de cualquier acción ilegal que se descubra en relación con los datos de la Ley TRUTH presentados por el Sheriff.

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Recomendaciones de CCIRA

- DEJAR de responder por completo a las notificaciones de ICE
- Unirse a otros condados del Área de la Bahía y aprobar una ordenanza del condado que ponga fin a toda colaboración con ICE.

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Gracias

Gracias
Si tiene alguna pregunta o inquietud, comuníquese con:

Miosotti "Mio" Tenecora
Abogada, Immigrant Legal Resource Center
mtenecora@ilrc.org

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Contra Costa County Office of the Sheriff

ICE Access Forum – 2025 Report

Cal Gov. Code Section 7283.1(d)

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

Background

1. Review current Sheriff's Office General Policy on Immigration Status

2. Brief overview of Field Operations relative to ICE Access

3. Overview of Custody Operations relative to ICE Access

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

Sheriff's Office General Policy No. 1.02.28

1. "No person shall be contacted, detained or arrested solely on the basis of his or her immigration status."

2. "…the immigration status of a person, and the lack of immigration documentation should have no bearing on the manner in which Deputies execute their duties."

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

Sheriff's Office General Policy No. 1.02.28 (Continued)

3. IMMIGRATION DETAINERS: "The request to detain will ***not*** be honored."

4. IMMIGRATION REQUEST FOR *NOTIFICATION* (ICE Form I-247A & I-247G): Allowed but only in compliance with The Truth Act (Cal Gov. Code Section 7282.5).

5. Notifications of anticipated release dates are honored only for inmates held for certain charges, specifically inmates convicted of a serious or a violent felony (PC Sections 1192.7(c) and 667.5(c)).

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

Updates effective July 1, 2021:

- As requested by advocacy organizations, a list of release dates is no longer posted on the Sheriff's Office website; victims can still search for release dates by name.

- ICE Agents who request to pick up a released inmate may only wait in the public lobby and will not receive any assistance unless there is a compelling risk to public safety.

- At the Sheriff's direction, Custody Services command staff collaborated with the Asian Law Caucus to further clarify custody policy in accordance with California Government Code 7284.6(a)(4)

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

Field Operations – Patrol & Investigations

1. Deputies cover the entire county – 750 square miles with a population of 1.2 million.
2. Patrol Division includes servicing 521 square miles of unincorporated area.
3. Serve a population of nearly 175,000 residents.
4. Responded to 169,002 calls for service last year.
5. Field Operations does not do any immigration enforcement.

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

Custody Services Bureau

1. Books ADULTS only for all law enforcement agencies in the county.

2. Booked approximately 15,903 inmates into Martinez Detention in 2025

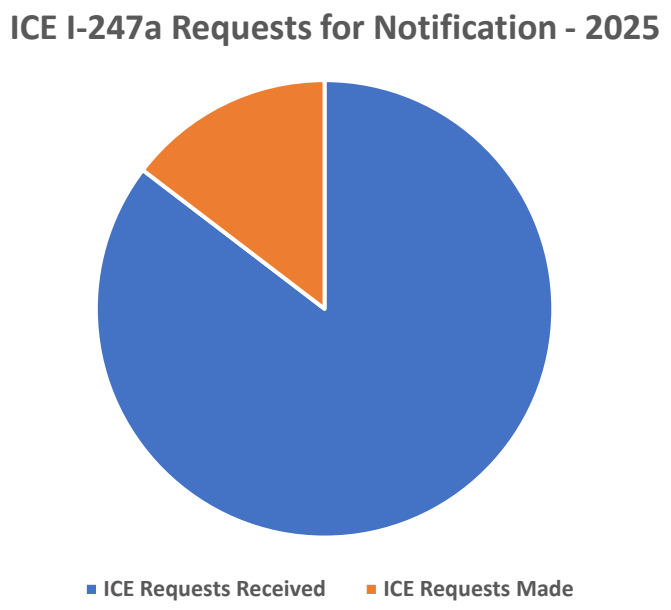
ICE ACCESS INFORMATION – 2025
Demographic Data For Those Notifications Made to ICE (n=92)

Asian	**2**
Black	**0**
White	**11**
Other	**5**
Hispanic	**106**

Male	**120**
Female	**4**

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

ICE ACCESS INFORMATION - 2025



ICE I-247A Requests for Notification:

Total Requests Received:	724
Total Notifications Made:	124
Notifications on Same Person(s):	32
Net Total Notifications Made:	*92* (12.7%)

Example of Multiple Notifications for the Same Individual

- If Joe Doe is arrested and subsequently released—whether by the court at arraignment, after completing his sentence, or because charges are not filed within the statutory timeframe—ICE is notified of his release date when the arrest or prior charges involve a qualifying offense under SB 54 and AB 4.
- If Joe Doe is later arrested on three separate occasions and, on each occasion, again meets the statutory criteria for notification and release, ICE would be notified each time.
- In this example, ICE would receive a total of **four separate notifications regarding Joe Doe**. Therefore, although the notifications involve only one individual, Joe Doe would account for **four notifications** in the reported notification total.

Qualifying Prior Convictions as defined by: California Penal Code Sections 1192.7(c) & 667.5 (c) & California Government Code Section 7282.5(3)

Code Violation	Description	Total
245(A)(4)	ASSAULT BY FORCE LIKLEY TO PRODUCE GBI	**5**
29800(A)(1)	CONVICT IN POSS OF FIREARM	**10**
459-460(A)	RESIDENTIAL BURGLARY	**2**
237(A)	FALSE IMPRISONMENT	**1**
11352(A)	TRANSPORT/SELL NARC/ CONTROLLED SUB	**1**
459-460(B)	NON- RESIDENTIAL BURGLARY	**9**
273.5	CORPORAL INJURY ON A SPOUSE OR COHOBITANT	**4**
459	BURGLARY	**16**
11350(A)	POSSESSION OF NARC CONTROLLED SUBSTANCES	**3**
236	FALSE IMPRISONMENT	**2**
496(A)	RECEIVING STOLEN PROPERTY	**2**
368(B)(1)	ELDER ABUSE LIKELY TO CAUSE GBI	**1**
646.9(A)	STALKING	**3**
10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE	**9**
211	ROBBERY	**2**
11360(A)	SELL/FURNISH/MARIJUANA/HASH	**1**
496D(A)	POSS OF STOLEN VEHICLE	**1**
212.5(A)	ROBBERY	**1**
2800.2(A)	EVADING	**4**
25850(A)	CARRYING LOADED FIREARM IN PUBLIC PLACE	**2**
236-237(A)	FALSE IMPRISONMENT	**7**
23152(B)	DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS	**1**
UTAH CODE	DISTRIBUTE/OFFER/ARRANGE DISTRIB OF CNTL SUB	**3**
243.4(E)(1)	SEX BATTERY:TOUCH FOR SEXUAL AROUSAL	**1**
192(A)	VOLUNTARY MANSLAUGHTER	**1**

Qualifying Prior Convictions as defined by: California Penal Code Sections 1192.7(c) & 667.5 (c) & California Government Code Section 7282.5(3) (Cont.)

Code Violation	Description	Total
246.3	DISCHARGE OF A WEAPON-GROSS NEGLIGENCE	1
591	INJURING/TAPPING UTILITY LINE	2
487(C)	GRAND THEFT FROM PERSON	1
487(A)	GRAND THEFT	2
594(A)	VANDALISM	3
243.1	BATTERY ON CUSTODIAL OFFICER	1
245(A)(1)	ASSAULT WITH A DEADLY WEAPON	2
417(A)(1)	BRANDISHING	1
11379(A)	TRANSPORT/SALE OF CONTROLLED SUB	2
4573(A)	SMUGGLE CNTL SUB INTO JAIL/PRISON	1
23550	4TH TIME DUI-FELONY	3
OREGON CODE	LARCENY/THEFT	1
269(A)(3)	AGGRIVATED SEX ASLT:MINOR:SODOMY BY FORCE	1
11351	POSS/PURCHASE/SALE COCAINE BASE	1
148(D)	ATTEMPT TO REMOVE FIREARM FROM POLICE OFFICER	1
8 USC 1326	ILLEGAL RE-ENTRY	2
21310	CONCEALED DIRK/DAGGER	2
69	RESISTING AN EXECUTIVE OFFICER	2
ARIZONA CODE	UNLAWFUL FLIGHT FROM LAW ENFORCEMENT VEHICLE	1
422	CRIMINAL THREATS	1
4501.5	BATTERY BY PRISONER	1

Notification Data

	Severity	Why Notified	Conviction Description	REMOVED FROM U.S./ DEPORTED/ RE-ENTRY(8 USC 1325/8 USC 1326) CONVICTIONS	CONVICTION HISTORY
1	F	148(D)	ATTEMPT TO REMOVE FIREARM FROM POLICE OFFICER	8/2000- VOLUNTARILY DEPARTED TO MEXICO	*** CALIFORNIA: 2/1993- VC 31, MISDO, 8/2019- PC 242-243(E)(1), MISDO x2, 4/2021- PC 148(D)-1170 SENTENCE, FELONY, PC 243(C)(2)- 1170 SENTENCE, FELONY, 4/2021- PC 422, MISDO ***ILLINOIS: 3/1998- DOMESTIC BATTERY, MISDO,
2	F	11350(A)	POSSESSION OF NARC CONTROLLED SUBSTANCES	8/2005- REMOVED FROM THE UNITED STATES, 9/2023- REMOVED TO MEXICO FOR 5 YEARS	7/1997- PC 148.9(a), MISDO, 12/2008- HS 11350(A), FELONY, 10/2024- VC 23103-23103.5, MISDO, 2/2025- VC 23103, MISDO, VC 23103.5, MISDO
3	F	459-460(A)	RESIDENTIAL BURGLARY		***CALIFORNIA: 7/1993- HS 11350, FELONY, 7/1993- PC 460(A), FELONY x2, 1/1997- PC 647(G), MISDO, 11/2001- PC 484/666, MISDO, 11/2001- VC 10851(A), FELONY, 11/2011- VC 23152(B), MISDO, 2/2012- VC 23103, MISDO, 11/2022- PC 243(E)(1), MISDO, ***GEORGIA: 8/2007- DUI, MISDO, 4/2009- WILLFUL OBSTRUCTION OF LAW ENFORCEMENT OFFICER, MISDO
4	F	211	ROBBERY		***CALIFORNIA:***12/1999- PC 484(A), MISDO, PC 459, MISDO, PC 496, MISDO, 12/2000- HS 11350(A), FELONY, 1/2001- HS 11350(A), FELONY, 6/2001- PC 529, FELONY, 6/2001- PC 484/488, MISDO, 7/2001- PC 148(A)(1), MISDO, HS 11550(A), MISDO, HS 11352(A), FELONY, 7/2001- HS 11550(A), MISDO, HS 11352(A), FELONY, 6/2002- PC 529, FELONY, 2/2006- PC 12021(A), FELONY, 5/2007- PC 530.5(A), FELONY, 11/2014- PC 459.5, MISDO, 1/2015- HS 11377(A), MISDO 2/2015- VC 32103, MISDO, 4/2016- PC 29800(A)(1), FELONY, 7/2016- PC 29800(A)(1), FELONY, 2/2019- PC 211, FELONY, 12/2020- CHARGE NOT LISTED ON RAP, FELONY, 1/2023- VC 2800.2(A), FELONY, ***FEDERAL*** 6/2002- FALSE PERSONATE, FELONY, 4/2003- TRANSP/SELL NARC/CNTL SUB, FELONY, 6/2007- FELON/POSS FIREARM, FELONY, GET CREDIT OTHERS ID, FELONY, 7/2014- VC ECKLESS DRIVING, MISDO, 7/2014- POSSESS CNTL SUBSTANCE, FELONY, 10/2014- FELON/ADDICT POSS FIREARM, FELONY, 3/2016- FELON/POSS FIREARM, FELONY, 8/2016- FELON/POSS FIREARM, FELONY, 3/2019- FELON/POSS FIREARM, FELONY x2, 2/2023- EVADING, FELONY,

Notification Data

	Severity	Why Notified	Conviction Description	REMOVED FROM U.S./ DEPORTED/ RE-ENTRY(8 USC 1325/8 USC 1326) CONVICTIONS	CONVICTION HISTORY
5	F	245(A)(1)	ASSAULT WITH A DEADLY WEAPON		4/2000- PC 245(A)(1), FELONY, 4/2001- PC 12020(A), FELONY, 5/2003- PC 186.22(A), FELONY, PC 245(A)(1), FELONY, 5/2004- PC 12021(A)(1), FELONY, 7/2004- HS 11350(A), MISDO,
6	F	245(A)(4)	ASSAULT BY FORCE LIKLEY TO PRODUCE GBI		12/2001- VC 23152A, MISDO, 6/2004- VC 23152(A), MISDO, 4/2017- VC 12500(A), MISDO, 6/2019- PC 166(A)(1), MISDO, 2/2022- PC 594(A), MISDO, PC 166(A)(1), MISDO, 2/2022- PC 594(A), PC 166(A)(1), MISDO, 12/2022- PC 696.9(A), FELONY, PC 245(A)(4), FELONY, 4/2024- PC 594(A), FELONY,
7	F	11350(A)	POSSESSION OF NARC CONTROLLED SUBSTANCES		10/2004- PC 69, MISDO, PC 242-243(C)(2), MISDO x2, 9/2006- PC 273.5(A), MISDO, 10/2017- HS 11350(A), FELONY, 8/2022- PC 243(E)(1), MISDO, 1/2023- PC 166(A)(4), MISDO, 11/2024- PC 242/243(A), MISDO, 5/2024- PC 417(A)(1), MISDO, 11/2024- PC 417(A)(1), MISDO
8	F	2800.2(A)	EVADING	4/2015- REMOVED FROM U.S.	8/2004- VC 23152(B), MISDO, 3/2017- VC 23152(B), MISDO, 3/2017- VC 23152(B), MISDO, 7/2018- VC 23152(B), MISDO, 10/2019- VC 2800.2(A), FELONY, VC 23152(A), MISDO, 2/2021- VC 2800.2(A), FELONY, VC 23152(B), MISDO, 8/2022- HS 11351, FELONY,
9	F	8 USC 1326	ILLEGAL RE-ENTRY	3/2006- EXPEDITED REMOVAL TO MEXICO, 8/2007- REINSTATEMENT OF REMOVAL ORDER, 6/2012- 8 USC 1326	4/2012- PC 242-243(E)(1), MISDO,
10	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE		4/2015- PC 496D(A), FELONY, 5/2015- VC 10851(A), FELONY, 11/2015- PC 459/460(B), FELONY, 5/2024- VC 10851(A), FELONY, 5/2024- VC 10851(A), FELONY,
11	F	69	RESISTING AN EXECUTIVE OFFICER	6/2011- REMOVED FROM THE UNITED STATES	12/2015- VC 23103, MISDO, 12/2023- PC 273.6(A), MISDO, 4/2025- PC 243(E)(1), MISDO, PC 273A(B), MISDO, 4/2025- PC 69, FELONY,
12	F	236-237(A)	FALSE IMPRISONMENT		6/2023- PC 236/237, FELONY,

Notification Data

	Severity	Why Notified	Conviction Description	REMOVED FROM U.S./ DEPORTED/ RE-ENTRY(8 USC 1325/8 USC 1326) CONVICTIONS	CONVICTION HISTORY
13	F	29800(A)(1)	CONVICT IN POSS OF FIREARM		4/2009- PC 602(K)(1), MISDO, 9/2017- PC 594, FELONY, PC 602.5, MISDO, 6/2019- PC 602(H), MISDO, 6/2019- PC 602(M), MISDO, PC 496(A), FELONY, PC 29800(A)(1), FELONY, VC 10851(A), FELONY, 1/2020- PC 459, FELONY, 10/2020- PC 530.5(E), 10/2020- PC 459, FELONY, MISDO, 1/2021- VC 10852, MISDO, 4/2022- PC 236/237, FELONY, PC 459/460(B), FELONY, PC 594(A), FELONY, 6/2022- PC 594(A), FELONY, 1/2024- PC 236/237, MISDO, PC 594(A)(1), FELONY, 3/2024- PC 594(A), FELONY, 7/2024- PC 594(A), FELONY,
14	F	211	ROBBERY		6/2007- PC 484, MISDO, 9/2007- VC 14601.1, MISDO, PC 148.9(A), MISDO, 6/2010- PC 12025(A)(1), MISDO, 3/2011- PC 484/666, MISDO, 8/2012- VC 10852, MISDO, 10/2013- PC 148(A)(1), MISDO, 2/2014- PC 21310, MISDO, 1/2016- VC 10851(A), MISDO, 7/2016- HS 11377, MISDO, 3/2017- PC 459, FELONY, 1/2018- PC 487(C), FELONY, 8/2018- PC 459-460(B), FELONY, 10/2021- PC 487(A), MISDO, 10/2022- PC 211, FELONY,PC 29800(A)(1), FELONY, 8/2024- PC 29800(A)(1)-1170 SENTENCE, FELONY, 8/2024- PC 496D(A)-1170 SENTENCE, FELONY, 8/2024- PC 459- 1170 SENTENCE, FELONY,
15	F	236-237(A)	FALSE IMPRISONMENT		7/2024- PC 236/237, FELONY, PC 246.3, MISDO, 8/2025- PC 496(A), MISDO
16	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE		5/2008- VC 12500(A), INFRACTION, 8/2011- VC 22350, INFRACTION, 4/2016- VC 23152(B), MISDO, 10/2021- PC 594(A), MISDO, 11/2021- VC 10851(A), FELONY,
17	F	273.5	CORPORAL INJURY ON A SPOUSE OR COHOBITANT	2/2017- REMOVED FROM THE UNITED STATES	11/1987- VC 20002(A), MISDO, 8/1999- VC 23152(A), MISDO x2, VC 14601(A), MISDO, VC 40508(A), MISDO, 2/2007- PC 273.5, FELONY, 1/2008- VC 14601.2(A), MISDO

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18	F	236-237(A)	FALSE IMPRISONMENT	11/2010- DEPARTED UNITED STATES VOLUNTARILY	6/2010- PC 490.1, MISDO, 6/2010- VC 23103(A), MISDO, 10/2010- VC 23152(B), MISDO, 10/2014- HS 11550(A), MISDO, 6/2018- PC 243(D), FELONY, PC 243(E)(1), MISDO, 6/2018- PC 236/237, FELONY, PC 33215, FELONY, PC 148(A)(1), MISDO, 12/2022- VC 2800.2(A), FELONY, 11/2023- PC 3455, FELONY, 11/2024- PC 3455, FELONY, 4/2025- PC 3455, FELONY, 5/2025- PC 3455, FELONY,
19	F	459-460(B)	NON- RESIDENTIAL BURGLARY	5/2011- 8 USC 1325, 7/2011- REMOVED TO MEXICO, 10/2011- 8 USC 1326(B), 3/2015- REMOVED FROM U.S.,	6/2006- VC 23153(A), MISDO, VC 12500(A), MISDO, 9/2008- VC 12500, MISDO, 11/2010- VC 23152(B), MISDO, 8/2018- VC 14601.5, MISDO, 10/2021- PC 459-460(B), FELONY, 10/2021- VC 10852, MISDO, 4/2022- VC 10851, MISDO, 5/2022- VC 10851, FELONY, 10/2022- PC 459-460(B), FELONY, 3/2025- PC 496D(A), FELONY, 5/2025- HS 11377, MISDO, 6/2025- PC 459, FELONY, 6/2025- PC 459, FELONY,
20	F	646.9(A)	STALKING		1/2019- PC 243(E)(1), MISDO, 12/2019- PC 646.9(A), FELONY,
21	F	29800(A)(1)	CONVICT IN POSS OF FIREARM		4/2021- PC 273.5, MISDO, 7/2021- PC 496D(A), FELONY, 12/2021- PC 459, FELONY, 6/2022- PC 459-460(A), FELONY, 1/2023- PC 29800(A)(1), FELONY, VC 10851(A), FELONY, 2/2025- PC 29800(A)(1), FELONY, 3/2025- PC 3455, FELONY
22	F	594(A)	VANDALISM		11/2023- PC 594(A), FELONY,
23	M	243.4(E)(1)	SEX BATTERY:TOUCH FOR SEXUAL AROUSAL	3/2010- REMOVED FROM THE UNITED STATES	7/2017- VC 23152(A), MISDO, 12/2017- VC 23152(A)/VC 23540, MISDO, 1/2024- PC 243.4(E)(1), MISDO x2, 2/2024- PC 290 REGISTRANT,
24	F	459	BURGLARY	8/2012- DEPARTED THE U.S. VOLUNTARILY	12/2015- PC 69, MISDO, 2/2017- PC 594(A), MISDO, 12/2017- PC 21310, MISDO, 1/2019- PC 594(A), MISDO, 11/2020- PC 459, FELONY, 11/2020- PC 459, FELONY, 3/2022- PC 459, FELONY,
25	M	236	FALSE IMPRISONMENT		5/2023- PC 236, MISDO,
26	F	459	BURGLARY	11/2010- DEPARTED VOLUNTARILY FROM THE UNITED STATES	5/2006- PC 273.5(A), MISDO, 5/2025- PC 459, FELONY,

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27	F	245(A)(4)	ASSAULT BY FORCE LIKLEY TO PRODUCE GBI		9/2013- VC 23152(B), MISDO, 3/2021- PC 245(A)(4), FELONY, PC 32, FELONY,
28	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE		1/2016- VC 10851(A), FELONY, 3/2017- PC 211, FELONY,
29	M	245(A)(4)	ASSAULT BY FORCE LIKLEY TO PRODUCE GBI		
30	F	23550	4TH TIME DUI-FELONY	3/2019- DEPARTED U.S. VOLUNTARILY	7/2013- VC 23152(B), MISDO, 1/2014- VC 23152(A), MISDO, VC 23152(B), MISDO, 1/2016- VC 23152(B), MISDO, 5/2017- VC 23152(B)/23550, FELONY,
31	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE	5/6/2015- REINSTATEMNT OF REMOVAL, 5/29/2015- 8 USC 1325, 4/2018- REMOVED FROM THE UNITED STATES,	2/2017- PC 21810, MISDO, 3/2018- VC 10851(A), FELONY, 2/2017- VC 10851(A), MISDO
32	F	459-460(A)	RESIDENTIAL BURGLARY		2/2009- PC 243(E)(1), MISDO, 8/2012- VC 23152(A), MISDO, 4/2013- PC 647(F), MISDO, 11/2014- PC 415(1), MISDO, 11/2019- VC 14601.5(A), MISDO, 1/2022- PC 459-460(A), FELONY, 1/2022- PC 459-460(A), FELONY, 2/2025- PC 594(A), MISDO,
33	M	21310	CONCEALED DIRK/DAGGER		11/2023- PC 21310, MISDO, PC 484(A)/490.2, MISDO
34	F	69	RESISTING AN EXECUTIVE OFFICER	11/2024- REMOVED FROM UNITED STATES	*** CALIFORNIA: 2/2014- PC 647(A), MISDO,4/2014- VC 23103, MISDO, 12/2017- PC 415(1), MISDO,PC 136.1(B)(1), MISDO, 1/2018- VC 23152(A), MISDO, VC 23152(B), MISDO, VC 2800.1(A), MISDO, 3/2018- PC 490.2, MISDO, 3/2022- PC 273.6(A), MISDO, 3/2023- VC 23152(A)/23546, MISDO, 3/2023- PC 496(D), MISDO, 3/2023- PC 69, FELONY, VC 2800.2(A), FELONY, 3/2023- PC 653M, MISDO ***FEDERAL: POSS DRUG NOT FOR I-STATE MOMMERCE, MISDO
35	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE		6/2014- PC 496(A), MISDO, 6/2014- PC 496(A), MISDO, 1/2015- VC 10851(A), FELONY, 12/2022- PC 487(A), FELONY, 8/2022- PC 30305(A)(1), FELONY, 4/2023- PC 460(B), FELONY,

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36	F	246.3	DISCHARGE OF A WEAPON-GROSS NEGLIGENCE		3/2018- PC 246.3(A), FELONY, PC 33215, FELONY, 5/2024- PC 459, FELONY, 5/2024- PC 243(E)(1), MISDO 9/2025- PC 459, FELONY,
37	F	487(A)	GRAND THEFT		7/2024- PC 487(A), FELONY, 7/2024- PC 182(A)(1), FELONY,
38	F	236-237(A)	FALSE IMPRISONMENT		1/2007- VC 12500, MISDO, 8/2007- PC 415(2), MISDO, 7/2008- VC 23152(B), MISDO, 11/2009- PC 484, MISDO, 11/2010- VC 14601.5(A), MISDO, 2/2012- PC 496(A), FELONY, 2/2012- PC 496(A), FELONY, 5/2013- HS 11364.1, MISDO, 7/2014- PC 460(B), FELONY, 7/2014- PC 469(A), FELONY, 7/2014- HS 11377(A), FELONY, 4/2015- VC 14601.2(A), MISDO, 4/2015- PC 496(A), MISDO, 4/2019- VC 10851(A), FELONY, 4/2019- VC 10851(A), FELONY, 3/2020- VC 10851(A), FELONY, 3/2020- VC 10851(A), FELONY, 12/2020- VC 10851(A), FELONY, 8/2021- PC 496D(A), FELONY, 8/2021- PC 236/237, FELONY, PC 136.1(B)(1), FELONY, PC 243(E)(1), MISDO, 2/2022- PC 243(E)(1), MISDO, PC 236/237, FELONY, PC 136.1(B)(1), FELONY, 3/2023- PC 3000.08, FELONY, 9/2023- PC 3455, FELONY, 12/2023- PC 3455, FELONY, 1/2024- PC 3455, FELONY, 12/2024- PC 3455, FELONY, 12/2024- PC 459, FELONY, 12/2024- PC 3455, FELONY, 1/2025- PC 3455, FELONY,
39	F	459-460(B)	NON- RESIDENTIAL BURGLARY		12/2003- VC 23153(A), MISDO, 1/2006- VC 23153(B), MISDO, 11/2008- VC 23152(A), MISDO, 7/2011- VC 12500, MISDO, 8/2013- VC 23152(A), MISDO, VC 23152(B), MISDO, 7/2023- VC 14601.2(A), MISDO, 12/2023- PC 496D(A), MISDO, PC 459-460(B), FELONY, 2/2024- PC 496D(A), FELONY,
40	F	11352(A)	TRANSPORT/SELL NARC/ CONTROLLED SUB		5/1995- PC PC 243(A), MISDO, 1/2002- PC 273.5(A), MISDO, 9/2007- HS 11350(A), FELONY, 12/2007- PC 273.5(A), MISDO, 11/2008- HS 11352(A), FELONY, 3/2010- HS 11352(A), FELONY, 7/2010- HS 11352(A), FELONY, 9/2014- BP 7028(A), MISDO, 1/2023- PC 487(A), FELONY, 11/2023- 148.9(A), MISDO,

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41	F	459	BURGLARY		6/2015- PC 653F(D), MISDO, 5/2018- PC 460(B), MISDO, 5/2018- PC 459-460(B), MISDO, 10/2019- PC 459, FELONY, 10/2020- PC 459, FELONY, 1/2025- PC 415(1), MISDO, 6/2025- PC 602.5(A), MISDO, PC 594(A), MISDO, PC 459-460(B), MISDO
42	M	25850(A)	CARRYING LOADED FIREARM IN PUBLIC PLACE		6/2016- VC 23152(E),MISDO, 6/2016- VC 23103, MISDO, 6/2016- VC 23152(F), MISDO, 8/2016- PC 466, MISDO, 8/2018- PC 148.9(A), MISDO, 5/2019- VC 12500, INFRACTION, 1/2020- PC 530.5(E), UNKNOWN SEVERITY, 1/2021- PC 25850(A), MISDO, 10/2022- PC 148.9(A), MISDO, VC 10852, MISDO, PC 182(A)(1), MISDO, 3/2024- PC 496(A), MISDO,
43	F	11351	POSS/PURCHASE/SALE COCAINE BASE	8/2001- REMOVED FROM THE UNITED STATES	2/1991- PC 32, MISDO, 3/1991- HS 11351, FELONY, 7/1998- PC 115(A), FELONY, 2/2003- HS 11350(A), MISDDO, 1/2006- VC 23152(B), MISDO, 2/2009- VC 23152(B), MISDO, 3/2018- VC 12500(A), INFRACTION
44	F	23550	4TH TIME DUI-FELONY		10/2015- VC 23152(B), MISDO, 7/2016- VC 23152(A)/23540, MISDO, VC 23152(B)/23540, MISDO, VC 14601.2(A), MISDO, 4/2019- PC 594(A), MISDO, PC 273A(B), MISDO, 4/2019- PC 273A(B), MISDO, 10/2022- PC 243(E)(1), MISDO, 10/2022- VC 23152(B)/23546, MISDO, 10/2022- VC 23152(B), MISDO, 10/2022- PC 243(E)(1), MISDO, 8/2025- VC 2800.1, MISDO, VC 23152(B)/23550, FELONY,
45	F	2800.2(A)	EVADING		6/2017- VC 2800.4, MISDO, 2/2019- PC 459-460(B), MISDO, 12/2023- VC 2800.2(A), FELONY, PC 148(A)(1), VC 23152(A), MISDO, 6/2024- VC 23152(B), MISDO, 12/2024- VC 23152(A)/23550VC, FELONY, PC 594, MISDO, 8/2025- PC 459-460(B), FELONY,
46	F	212.5(A)	ROBBERY		11/1993- PC 212.5(A), FELONY, 4/1994- PC 417, MISDO, PC 243(D), FELONY, PC 459, FELONY, 1/2001- PC 459, FELONY x2, 11/2012- PC 459, FELONY, 11/2012- PC 487(A), FELONY, 11/2012- PC 459, FELONY, 12/2014- HS 11350(A), MISDO, PC 459.5, MISDO, 1/2016- PC 490.2(A), MISDO, 12/2016- PC 487(A), FELONY, 12/2017- PC 487(A), FELONY, 11/2019- HS 11550(A), MISDO, 3/2021- PC 459.5(A), MISDO, 1/2023- PC 484(A)-487(A), FELONY, 8/2023- HS 11364, MISDO, 8/2023- PC 484(A)/490.2, MISDO,

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47	F	273.5	CORPORAL INJURY ON A SPOUSE OR COHOBITANT	1/2018- 8 USC 1325, 2/2018- REMOVED FROM U.S.	3/2017- VC 10851(A), MISDO, 4/2017- PC 243(E)(1), MISDO, 11/2023- PC 496(A), MISDO, 11/2023- PC 273.5, FELONY, 3/2024- PC 594(A), FELONY,
48	F	368(B)1	ELDER ABUSE LIKELY TO CAUSE GBI		6/2017- PC 236/237, MISDO, PC 243(D), MISDO, 12/2018- PC 368(B)1, FELONY,
49	F	496D(A)	POSS OF STOLEN VEHICLE		7/2018- VC 10851(A), MISDO, VC 2800.1, MISDO, 1/2019- PC 496(A), FELONY, 3/2020- PC 4532(A)(1), MISDO, 3/2020- PC 459, FELONY, 1/2022- PC 496D(A), FELONY, 4/2022- PC 496D(A), FELONY,
50	F	2800.2(A)	EVADING		***CALIFORNIA: 12/2012- VC 12500(A), INFRACTION, VC 22108, INFRACTION, 6/2015- VC 23152(A), MISDO, 3/2018- PC 243(E)(1), MISDO, 10/2024- PC 415(2), INFRACTION, 6/2025- VC 2800.2, FELONY, ***NEW YORK: PETIT LARCENY, MISDO
51	F	23152(B)	DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS		3/2013- VC 23152(B), MISDO, 6/2013- VC 23152(B), MISDO, 6/2016- PC 22210, MISDO, VC 14601.5(A), MISDO, 1/2019- VC 23152(A), MISDO, VC 23152(B), MISDO, VC 14601.2(A), MISDO, VC 14601.5(A), MISDO, VC 14601.1(A), MISDO, 2/2019- VC 23152(B)/23550(A), FELONY, 1/2021- VC 14601.2(A), MISDO, VC 23152(B), FELONY x2,
52	F	459	BURGLARY	9/2016- EXPEDITED REMOVAL	3/2018- VC 23152(A), MISDO, 4/2021- PC 25400(A)(2), MISDO, 2/2023- PC 417(A)(1), MISDO, 3/2023- PC 594(A), MISDO, 2/2024- PC 594(A), FELONY, 2/2024- PC 594(A), MISDO, 12/2024- PC 459, FELONY, PC 594(A), FELONY,
53	F	459-460(B)	NON- RESIDENTIAL BURGLARY		12/2018- HS 11364, MISDO, 12/2018- PC 32(ACCESSORY TO BURG), MISDO, 12/2018- VC 12500(A), MISDO, 6/2021- PC 496(A), MISDO, 2/2024- PC 32(ACCESSORY TO VEHICLE THEFT), MISDO, 4/2022- VC 10851(A), FELONY, PC 487(A), FELONY, 6/2023- VC 10851(A), FELONY, PC 487(A), FELONY, 11/2024- PC 459-460(B), FELONY, VC 10851(A), MISDO, 6/2025- PC 666.1, FELONY

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54	F	23550	4TH TIME DUI-FELONY	3/2014- REMOVED FROM THE UNITED STATES	3/2004- VC 5200, INFRACTION, VC 14610(A)(3), MISDO, VC 12500(A), MISDO, VC 31, MISDO, 5/2006- PC 653M(B), MISDO, 10/2007- PC 148.9, MISDO, VC 12500(A), MISDO, 7/2008- VC 12500(A), MISDO, VC 20001(B)(1), FELONY, VC 23152(B), FELONY, 2/2010- VC 20002(A), MISDO, VC 14601.2, MISDO, VC 20001, FELONY, VC 23153(A), FELONY, 4/2013- PC 273.5, MISDO, 4/2013- VC 23152-23550.5, FELONY, VC 14601.2(A), MISDO, PC 148.9(A), MISDO, 5/2019- PC 3455, FELONY, 11/2021- VC 23152(B)-23550.5, FELONY, VC 20002(A), MISDO, VC 23152(A)-23550.5, FELONY, 11/2021- VC 23152(B)-23550.5, FELONY, VC 20002(A), MISDO, VC 23152(A)-23550.5, FELONY,
55	F	236	FALSE IMPRISONMENT		***CALIFORNIA: 12/2020- PC 273.5, FELONY, 12/2020- PC 415(2), MISDO, 2/2022- PC 236, FELONY, 5/2025- VC 23152(B)/23540, MISDO, ****NEW YORK: 6/2009- 3RD DEGREE ASSAULT, MISDO, ***MONTANA: DUI, MISDO
56	M	591	INJURING/TAPPING UTILITY LINE		1/2020- HS 11364, MISDO, 2/2020- HS 11377(A), MISDO, 2/2020- PC 148(A)(1), MISDO, 5/2020- PC 602, MISDO, 7/2020- PC 594(A), MISDO, PC 496(A), MISDO, 7/2020- PC 496(A), MISDO, 10/2022- PC 417(A)(1), MISDO, 6/2024- PC 591, FELONY, 1/2025- PC 647(F), MISDO,
57	F	269(A)(3)	AGGRIVATED SEX ASLT:MINOR:SODOMY BY FORCE		10/2021- PC 269(A)(3), FELONY, PC 269(A)(4), FELONY, PC 269(A)(1), FELONY, PC 288.3(A), FELONY, PC 288(B)(1), FELONY, PC 288(A), FELONY,
58	F	487(A)	GRAND THEFT	1/2013- EL SALVADOR	7/2007- VC 16028(A), INFRACTION, VC 23152(B), MISDO, MISDO, 8/2007- VC 23152(B), MISDO, 7/2022- PC 466, MISDO, PC 496(A), MISDO, 8/2023- PC 487(A), MISDO, 5/2025- PC 594(A), FELONY,
59	F	236-237(A)	FALSE IMPRISONMENT		2/2020- PC 273.5, UNKWN SEVERITY, 4/2020- PC 236/237, FELONY, PC 243(E)(1), MISDO,
60	F	459-460(B)	NON- RESIDENTIAL BURGLARY		2/2022- PC 417(A)(1), MISDO, 7/2022- PC 417(A)(1), MISDO, 9/2022- PC 594(A), FELONY, 9/2022- PC 594(A), FELONY, 2/2024- PC 459-460(B), FELONY, PC 242, MISDO,

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61	F	4573(A)	SMUGGLE CNTL SUB INTO JAIL/PRISON		3/2019- PC 273(A), MISDO, HS 11550(A), MISDO, HS 11377(A), MISDO, PC 148.9(A), MISDO, 8/2023- PC 4573, FELONY, PC 69, MISDO, 3/2024- VC 2800.2(A), FELONY, VC 23103, MISDO
62	F	459	BURGLARY		5/2023- PC 243(E)(1), MISDO, PC 273A(B), MISDO, 5/2023- VC 23152(B), MISDO, 11/2024- PC 148.9(A), MISDO, 2/2025- PC 459, FELONY, 3/2025- PC 459.5, MISDO,
63	F	459	BURGLARY		11/2022- PC 459, FELONY,
64	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE	10/2019- REMOVED TO MEXICO	10/2022- VC 10851, FELONY,
65	F	459	BURGLARY		4/2023- PC 496(A), FELONY, 7/2023- VC 10851(A), MISDO, PC 459, FELONY, 8/2023- VC 10851(A), MISDO, 8/2023- VC 10851(A), MISDO, 5/2025- VC 10851(A), MISDO, 5/2025- VC 10851(A), FELONY,
66	F	243.1	BATTERY ON CUSTODIAL OFFICER	9/2012- REMOVED FROM UNITED STATES	9/2002- PC 415, MISDO, 7/2023- PC 594(A), MISDO, PC 242, MISDO, 7/2023- PC 243.1, FELONY, 2/2025- PC 451(C), FELONY,
67	F	459	BURGLARY		1/2025- PC 25400(A)(2), MISDO, 1/2025- PC 459, FELONY x3,
68	F	459-460(B)	NON- RESIDENTIAL BURGLARY	10/2019- EXPEDITED REMOVAL TO MEXICO	11/2022- VC 10852, MISDO, VC 10851(A), FELONY, 9/2023- PC 496(A), FELONY, 10/2023- PC 459-460(B), FELONY,
69	F	422	CRIMINAL THREATS		2/2023- VC 10851, FELONY, 11/2023- PC 594(B)(1), FELONY, 5/2025- PC 422, FELONY, VC 10851(A), FELONY,
70	F	487(C)	GRAND THEFT FROM PERSON		2/2023- VC 2800.2, FELONY, PC 487(C), FELONY, 6/2023- VC 23152(B), MISDO,
71	F	459-460(B)	NON- RESIDENTIAL BURGLARY		8/2023- PC 242, MISDO, 10/2024- PC 242/243, MISDO, PC 459-460(B), FELONY, 5/2025- PC 496(A), MISDO, 5/2025- PC 211, FELONY, 5/2025- PC 459-460(B), MISDO

Notification Data

	Severity	Why Notified	Conviction Description	REMOVED FROM U.S./ DEPORTED/ RE-ENTRY(8 USC 1325/8 USC 1326) CONVICTIONS	CONVICTION HISTORY
72	F	UTAH CODE	DISTRIBUTE/OFFER/ARRANGE DISTRIB OF CNTL SUB	9/2010- REMOVED FROM THE UNITED STATES	***CALIFORNIA: 6/2025- HS 11377, MISDO x2, HS 11364, MISDO x2, ***UTAH: 6/2010- DISTRIBUTE/OFFER/ARRANGE DISTRIB OF CNTL SUB, FELONY, 7/2010- GIVE FALSE ID TO POLICE OFFICER, MISDO
73	F	459-460(B)	NON- RESIDENTIAL BURGLARY		4/2022- VC 23103, MISDO, 3/2024- PC 460(B), FELONY
74	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE		8/2021- PC 21310, MISDO, 1/2023- VC 10851(A), FELONY,
75	F	11379(A)	TRANSPORT/SALE OF CONTROLLED SUB	5/2011- VOLUNTARY RETURN TO MEXICO, 2/2014- DEPARTED THE U.S. VOLUNTARILY	5/2011- VC 16028(A), INFRACTION, VC 12500(A), MISDO, 8/2013- HS 11379(A), FELONY, HS 11360(A), FELONY, 1/2014- PC 242, MISDO, 4/2024- PC 591, MISDO
76	F	594(A)	VANDALISM		2/2025- PC 594(A), FELONY,
77	F	8 USC 1326	ILLEGAL RE-ENTRY	4/2000- DEPORTED TO MEXICO, 6/2002- 8 USC 1326, 5/2022- REMOVED TO MEXICO FOR 20 YEARS	4/2025- VC 23152(B), MISDO
78	F	236-237(A)	FALSE IMPRISONMENT		10/2010- VC 12500(A), MISDO, 3/2022- VC 14601.1(A), MISDO, 1/2023- PC 529, MISDO, 4/2025- PC 236-237, FELONY,
79	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE		11/1989- PC 459, MISDO, 9/1991- PC 666, MISDO, 11/2004- PC 415(2), MISDO, 3/2008- HS 11350(A), FELONY, 4/2008- HS 11350(A), 10/2011- HS 11377(A), FELONY, 12/2014- CHARGE NOT SPECIFIED, MISDO, 3/2016- VC 10851(A), FELONY,
80	M	273.5	CORPORAL INJURY ON A SPOUSE OR COHOBITANT	9/2018- SUBJECT REMOVED TO MEXICO FOR 5 YEARS, 10/2018- SUBJECT REMOVED TO MEXICO FOR 20YEARS, 8/2019- REMOVED TO MEXICO FOR 20 YEARS	6/2022- PC 273.5(A), MISDO,

Notification Data

	Severity	Why Notified	Conviction Description	REMOVED FROM U.S./ DEPORTED/ RE-ENTRY(8 USC 1325/8 USC 1326) CONVICTIONS	CONVICTION HISTORY
81	F	496(A)	RECEIVING STOLEN PROPERTY		10/2022- PC 496D(A), FELONY
82	F	646.9(A)	STALKING		2/2025- PC 646.9(A), FELONY, PC 273.6(A), MISDO,
83	F	10851(A)	UNLAWFUL TAKING OR DRIVING OF A VEHICLE		3/2016- VC 12500(A), MISDO, 1/2017- VC 10851(A), FELONY, 1/2017- VC 10851(A), FELONY, 1/2017- VC 10851(A), FELONY, 1/2017- VC 10851(A), FELONY, 4/2017- PC 484/488, MISDO, 12/2018- HS 11377(A), MISDO, HS 11364, MISDO,5/2019- PC 484/488, MISDO 8/2019- VC 14601.1(A), MISDO,8/2019- VC 10851(A), FELONY, 5/2023- PC 487(A), MISDO, 5/2023- PC 487(A), FELONY,
84	F	459	BURGLARY		9/2008- VC 23152(B), MISDO, 8/2014- VC 23152(A), MISDO, VC 12500(A), MISDO,4/2017- VC 14601.2(A), MISDO 4/2017- VC 14601.2(A), MISDO, 8/2021- VC 10851(A), MISDO, PC 496(A), MISDO, 7/2022- VC 10851(A), FELONY, 3/2023- VC 10851(A)- 1170 SENTENCE, FELONY, 5/2024- HS 11377(A), MISDO, 5/2024- PC 459- 1170 SENTENCE, FELONY, 5/2024- VC 10851(A)- 1170 SENTENCE, FELONY, 7/2024- VC 10851(A)- 1170 SENTENCE, FELONY, PC 530.5(C)(1)- 1170 SENTENCE, MISDO
85	F	192(A)	VOLUNTARY MANSLAUGHTER		3/1999- PC 12025(B)(3), FELONY, 3/1999- PC 192(A), FELONY, PC 186.22(A), FELONY, 5/2021- PC 29800(A)(1), FELONY, 1/2024- PC 29900(A)(1), FELONY, PC 29800(A)(1), FELONY, HS 11370.1(A), FELONY, PC 30305(A)(1), FELONY, 10/2024- VC 2800.0(A), FELONY, PC 246, FELONY,
86	F	594(A)	VANDALISM		5/2013- VC 23152(B), MISDO, 9/2021- PC 594(A), FELONY, 4/2025- HS 11377(A), MISDO, VC 14601.1(A), MISDO,
87	M	OREGON CODE	LARCENY/THEFT		***CALIFORNIA: NONE ***OREGON: 3/2023- LARCENY/THEFT 2ND DEGREE, MISDO

Notification Data

	Severity	Why Notified	Conviction Description	REMOVED FROM U.S./ DEPORTED/ RE-ENTRY(8 USC 1325/8 USC 1326) CONVICTIONS	CONVICTION HISTORY
88	F	496(A)	RECEIVING STOLEN PROPERTY		10/2019- PC 496(A), FELONY, 11/2019- PC 530.5(A), FELONY,
89	F	29800(A)(1)	CONVICT IN POSS OF FIREARM		3/2010- VC 12500(A), MISDO, PC 135, MISDO, 4/2012- PC 242-243(E), MISDO, 4/2012- PC 646.9(B), FELONY, PC 273.5(A), FELONY, PC 273.6(A), MISDO, 9/2017- PC 3455, FELONY, 9/2017- PC 32, MISDO, 10/2018- HS 11377(A), MISDO, 10/2019- VC 10851(A), MISDO, 7/2023- HS 11378, FELONY, PC 29800(A)(1), FELONY, HS 11550(E), FELONY, 12/2024- HS 11378, FELONY x3, PC 29800(A)(1), FELONY x12, HS 11370.1(A), FELONY, HS 11379(A), FELONY, PC 30305, FELONY x12, HS 11550(E), FELONY, 7/2025- PC 32, MISDO, 7/2025- PC 3455, FELONY,
90	F	ARIZONA CODE	UNLAWFUL FLIGHT FROM LAW ENFORCEMENT VEHICLE		***CALIFORNIA: 9/2021- PC 32, MISDO, ***ARIZONA: UNLAWFUL FLIGHT FROM LAW ENFORCEMENT VEHICLE, FELONY,
91	F	245(A)(1)	ASSAULT WITH A DEADLY WEAPON	12/2022- 8 USC 1326A	5/2023- PC 530.5(A), FELONY, 3/2024- PC 459, FELONY x2, 10/2024- PC 245(A)(1), FELONY,
92	F	4501.5	BATTERY BY PRISONER	5/1997- DEPORTED TO MEXICO, 6/2001- REMOVED FROM THE UNITED STATES	8/1995- VC 23175, FELONY x2, 2/1997- HS 11350(A), FELONY, 7/1999- PC 245(A)(1), MISDO, 5/2000- VC 23152(A), FELONY, HS 11350(A), FELONY, 4/2002- PC 212.5(A), FELONY, PC 460(A), FELONY, PC 12021(A)(1), FELONY, PC 212.5(C),FELONY, PC 496(A), FELONY, 2/2007- PC 4501.5, FELONY,

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

ICE ACCESS INTERVIEWS – 2025

REQUESTS FOR ICE <u>INTERVIEWS</u> – 2021 *(Cal Gov Code Section 7283.1(a):*

0 Requests

NOTE: ICE Supervisors advised Sheriff's Office staff that ICE stopped the practice of requesting interviews in California.

Contra Costa County
Office of the Sheriff
ICE Access Forum – 2025 Report

Questions?

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 2792

CHAPTER 768

An act to add Chapter 17.2 (commencing with Section 7283) to Division 7 of Title 1 of the Government Code, relating to local government.

[Approved by Governor September 28, 2016. Filed with Secretary of State September 28, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2792, Bonta. Local law enforcement agencies: federal immigration policy enforcement: ICE access.

Existing federal law authorizes issuance of an immigration detainer that serves to advise another law enforcement agency that the federal department seeks custody of an alien presently in the custody of that agency, for the purpose of arresting and removing the alien. Existing federal law provides that the detainer is a request that the agency advise the department, prior to release of the alien, in order for the department to arrange to assume custody in situations when gaining immediate physical custody is either impracticable or impossible.

Existing law, commonly known as the TRUST Act, prohibits a law enforcement official, as defined, from detaining an individual on the basis of a United States Immigration and Customs Enforcement hold after that individual becomes eligible for release from custody, unless, at the time that the individual becomes eligible for release from custody, certain conditions are met, including, among other things, that the individual has been convicted of specified crimes. Existing law defines specified terms for purposes of these provisions.

This bill, the Transparent Review of Unjust Transfers and Holds (TRUTH) Act, would require a local law enforcement agency, prior to an interview between the United States Immigration and Customs Enforcement (ICE) and an individual in custody regarding civil immigration violations, to provide the individual a written consent form, as specified, that would explain, among other things, the purpose of the interview, that it is voluntary, and that the individual may decline to be interviewed. The bill would require the consent form to be available in specified languages. The bill would require a local law enforcement agency to provide copies of specified documentation received from ICE to the individual and to notify the individual regarding the intent of the agency to comply with ICE requests. The bill would require that the records related to ICE access be public records for purposes of the California Public Records Act. The bill, commencing January 1, 2018, would require the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year, to hold at

least one public community forum during the following year, as specified, to provide information to the public about ICE's access to individuals and to receive and consider public comment. By requiring these local agencies to comply with these requirements, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Transparent Review of Unjust Transfers and Holds (TRUTH) Act.

SEC. 2. (a) Transparency and accountability are essential minimum requirements for any collaboration between state and federal agencies.

(b) Recent immigration enforcement programs sponsored by the United States Immigration and Customs Enforcement (ICE) agency have suffered from a lack of transparency and accountability.

(c) For example, a federal judge found that ICE "went out of [its] way to mislead the public about Secure Communities," a deportation program in which ICE collaborated with local law enforcement agencies to identify people for deportation.

(d) The Legislature further found that Secure Communities harmed community policing and shifted the burden of federal immigration enforcement onto local law enforcement agencies.

(e) Although ICE has terminated the Secure Communities program, it continues to promote a number of similar programs, including the Priority Enforcement Program, the 287(g) Program, and the Criminal Alien Program.

(f) The Priority Enforcement Program has many similarities to Secure Communities, including the checking of fingerprints for immigration purposes at the point of arrest; the continued use of immigration detainers, which have been found by the courts to pose constitutional concerns; and the reliance on local law enforcement to assist in immigration enforcement.

(g) Just as with Secure Communities, numerous questions have been raised about whether ICE has been transparent and accountable with respect to its current deportation programs.

(h) This bill seeks to address the lack of transparency and accountability by ensuring that all ICE deportation programs that depend on entanglement with local law enforcement agencies in California are subject to meaningful public oversight.

(i) This bill also seeks to promote public safety and preserve limited local resources because entanglement between local law enforcement and ICE undermines community policing strategies and drains local resources.

SEC. 3. Chapter 17.2 (commencing with Section 7283) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 17.2. Standards for Participation in United States Immigration and Customs Enforcement Programs

7283. For purposes of this chapter, the following terms have the following meanings:

(a) "Community forum" includes, but is not limited to, any regular meeting of the local governing body that is open to the public, where the public may provide comment, is in an accessible location, and is noticed at least 30 days in advance.

(b) "Hold request" means a federal Immigration and Customs Enforcement (ICE) request that a local law enforcement agency maintain custody of an individual currently in its custody beyond the time he or she would otherwise be eligible for release in order to facilitate transfer to ICE and includes, but is not limited to, Department of Homeland Security (DHS) Form I-247D.

(c) "Governing body" with respect to a county, means the county board of supervisors.

(d) "ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

(1) Responding to an ICE hold, notification, or transfer request.

(2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.

(3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.

(4) Allowing ICE to interview an individual.

(5) Providing ICE information regarding dates and times of probation or parole check-ins.

(e) "Local law enforcement agency" means any agency of a city, county, city and county, special district, or other political subdivision of the state that is authorized to enforce criminal statutes, regulations, or local ordinances; or to operate jails or to maintain custody of individuals in jails; or to operate juvenile detention facilities or to maintain custody of individuals

in juvenile detention facilities; or to monitor compliance with probation or parole conditions.

(f) "Notification request" means an Immigration and Customs Enforcement request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247N.

(g) "Transfer request" means an Immigration and Customs Enforcement request that a local law enforcement agency facilitate the transfer of an individual in its custody to ICE, and includes, but is not limited to, DHS Form I-247X.

7283.1. (a) In advance of any interview between ICE and an individual in local law enforcement custody regarding civil immigration violations, the local law enforcement entity shall provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary, and that he or she may decline to be interviewed or may choose to be interviewed only with his or her attorney present. The written consent form shall be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. The written consent form shall also be available in any additional languages that meet the county threshold as defined in subdivision (d) of Section 128552 of the Health and Safety Code if certified translations in those languages are made available to the local law enforcement agency at no cost.

(b) Upon receiving any ICE hold, notification, or transfer request, the local law enforcement agency shall provide a copy of the request to the individual and inform him or her whether the law enforcement agency intends to comply with the request. If a local law enforcement agency provides ICE with notification that an individual is being, or will be, released on a certain date, the local law enforcement agency shall promptly provide the same notification in writing to the individual and to his or her attorney or to one additional person who the individual shall be permitted to designate.

(c) All records relating to ICE access provided by local law enforcement agencies, including all communication with ICE, shall be public records for purposes of the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), including the exemptions provided by that act and, as permitted under that act, personal identifying information may be redacted prior to public disclosure. Records relating to ICE access include, but are not limited to, data maintained by the local law enforcement agency regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means.

(d) Beginning January 1, 2018, the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive

and consider public comment. As part of this forum, the local law enforcement agency may provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted.

7283.2. Nothing in this chapter shall be construed to provide, expand, or ratify the legal authority of any state or local law enforcement agency to detain an individual based upon an ICE hold request.

SEC. 4. The Legislature finds and declares that Section 3 of this act, which adds Chapter 17.2 (commencing with Section 7283) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

By requiring public meetings relating to the manner in which local law enforcement entities cooperate with federal authorities in enforcing federal immigration laws and making related documents open to public inspection, this act furthers the purposes of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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Contra Costa County

County Administrator's Office • 1025 Escobar Street • Martinez, CA 94553 • www.contracosta.ca.gov

NEWS RELEASE
July 23, 2026

Contact:
Kristi Jourdan, County PIO, (925) 313-1183
Kristi.Jourdan@contracostatv.org

Jimmy Lee, Sheriff's Office PIO, (925) 313-2643
JLee@so.cccounty.us

Contra Costa County TRUTH Act Community Forum Scheduled for Aug. 25

(Martinez, CA) – The Contra Costa County TRUTH Act Community Forum to discuss civil immigration enforcement activities is scheduled for **10 a.m., Tuesday, Aug. 25**, during the regular Board of Supervisors meeting.

The forum discussion will present Contra Costa Sheriff's Office 2025 data on responses to ICE Requests for Notification for serious and/or violent offenders currently in custody, in compliance with state law. The annual forum has been held since 2017 in accordance with California's Transparent Review of Unjust Transfers and Holds (TRUTH) Act, which requires local jurisdictions to hold a public forum and report on certain interactions with federal immigration authorities.

"The annual TRUTH Act forum reflects our commitment to strengthening trust through open dialogue," said Board Chair Diane Burgis, District 3 Supervisor. "By creating a space for the public to ask questions, hear information directly from local law enforcement, and share their concerns, we ensure these conversations are grounded in transparency that keeps our community informed and engaged. "

Ways to Participate:

- Attend the forum in person on August 25 at 1025 Escobar St. in Martinez
- Watch live at www.contracosta.ca.gov or on CCTV:
    - AT&T U-verse Channel 99, Comcast Channel 27, or WAVE Channel 32.
- Provide comments or questions in person, by phone, or Zoom during the meeting, or provide public comment in advance by emailing it to TRUTHAct@cob.cccounty.us or mailing it to the Clerk of the Board, 1025 Escobar St., 1st Floor, Martinez, CA 94553.
- The meeting will include real-time closed captioning and live translation through Wordly.

Phone and Zoom participation details will be included in the Aug. 25 agenda, posted at least 96 hours before the meeting.

# # #

NOTICE OF TRUTH ACT COMMUNITY FORUM

NOTICE IS HEREBY GIVEN that on August 25, 2026 at 10:00 am in the Contra Costa County Board of Supervisors Chambers, 1025 Escobar Street, Martinez, CA, a community forum will be held as required by Government Code § 7283.1(d) regarding access to individuals pro- vided by the Sheriff's Office to the federal Immigration and Customs Enforcement (ICE) agency during the 2025 calendar year for civil immigration enforcement purposes.

The Board meeting will be accessible in- person and via television, call-in, and live- streaming to all members of the public. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Chan- nel 32, and can be seen live online at www. contracosta.ca.gov. Meetings of the Board are closed- captioned in real time, with real time translation accessible through the Wordly website: https://attend.wordly.ai/join/UPPW-1 508. Persons who wish to address the Board may do so in-person, or via phone or Zoom. The telephone number, access code, and Zoom link will be listed on the front page of the August 25, 2026 Board of Supervisors agenda, which can be accessed at the following link at least 96 hours prior to the meeting: https://contra- osta.legistar.com/Calendar.aspx#top.

Dated: July 10, 2026

MONICA NINO
Clerk of the Board of Supervisors and County Administrator

Jami Morritt, Deputy

CCT 6980521; July 20, 2026

County Administrator

County Administration Building
1025 Escobar Street, 4th Floor
Martinez, California 94553-1229
(925) 655-2075
(925) 655-2066 FAX

Monica Nino
County Administrator

Contra Costa County

Board of Supervisors

John M. Gioia
1st District

Candace Andersen
2nd District

Diane Burgis
3rd District

Ken Carlson
4th District

Shanelle Scales-Preston
5th District

OFFICE OF THE COUNTY ADMINISTRATOR
MEMORANDUM

DATE: June 25, 2026 ***Via Electronic Mail***

TO: DEPARTMENT HEADS

FROM: MONICA NINO, County Administrator
BY: Enid Mendoza, Senior Deputy County Administrator

SUBJECT: **COMPLIANCE WITH TRUTH ACT – ASSEMBLY BILL 2792 (Chapter 768, Statutes of 2016)**

Pursuant to Government Code section 7283.1(d), the Transparent Review of Unjust Transfers and Holds (TRUTH) Act, requires Board of Supervisors to annually hold a public community forum during a regular meeting, if in the prior calendar year, a county department has provided Immigration and Customs Enforcement (ICE) access to individuals, including responding to ICE hold, notification, or transfer requests.

The purpose of this memo is to inform you of the County process that ensures compliance with the TRUTH Act, and the **certification form each department head must complete and return to the County Administrator's Office no later than July 9, 2026**.

The County's TRUTH Act Community Forum is scheduled for the Board's August 25, 2026 meeting. Your responses to the enclosed certification form will determine whether you will need to present during this community forum.

The certification form includes two steps, each with a specific question. The first question will help determine whether your department's activities and services qualify as those of a local law enforcement agency, as defined by the TRUTH Act. The second question will help determine whether your department has provided access to the ICE agency for civil immigration enforcement activities.

Local law enforcement agencies are defined by the TRUTH Act as:

> "… any agency of a city, county, city and county, special district, or other political subdivision of the state that is authorized to enforce criminal statutes, regulations, or local ordinances; or to operate jails or to maintain custody of individuals in jails; or to operate

juvenile detention facilities or to maintain custody of individuals in juvenile detention facilities; or to monitor compliance with probation or parole conditions."

Providing "ICE access", is broadly defined by the TRUTH Act to mean:

"…for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

1) Responding to an ICE hold, notification, or transfer request.

2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.

3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.

4) Allowing ICE to interview an individual.

5) Providing ICE information regarding dates and times of probation or parole check ins.

If you have any questions regarding the definitions described above or whether your department enforces criminal statutes as defined by the Act, please reach out to Assistant County Counsel Cynthia Schwerin at (925) 655-2274 or Cynthia.Schwerin@cc.cccounty.us.

If you have any questions or concerns regarding the TRUTH Act process, the community forum planning, or any other related matters, please reach out to Senior Deputy County Administrator Enid Mendoza at (925) 655-2051 or (Enid.Mendoza@cao.cccounty.us).

If your completed, signed, and submitted certification responses are both "yes", the County Administrator's Office will be reaching out to you in preparation for the August 25th TRUTH Act Community Forum.

Thank you in advance for adhering to the July 9th submission deadline, which will ensure TRUTH Act mandated public notice compliance.

Attachment: *California TRUTH Act 2026 Certification Form*

cc: *Diane Burgis, Chair, Board of Supervisors*
Cynthia Schwerin, Assistant County Counsel
CAO Budget group

CALIFORNIA TRUTH ACT
2026 CERTIFICATION FORM

To ensure compliance with the Community Forum requirement of the TRUTH Act, each department head must complete this attached certification form to determine: 1) whether your department qualifies as a local law enforcement agency, and 2) if so, whether your department provided the Immigration Customs Enforcement agency with access to individuals at any time in calendar year 2025. Based on your responses, the County Administrator's Office may be reaching out to you to assist in preparing for a TRUTH Act Community Forum scheduled during the Board's August 25, 2026 regular meeting.

*Please return this form electronically to Senior Deputy County Administrator Enid Mendoza (enid.mendoza@cao.cccounty.us) no later than **close of business Thursday, July 9, 2026.***

Complete STEP 1 below, and STEP 2 (if necessary):

STEP 1. Does your department do any of the following?

- enforce criminal laws, regulations or local ordinances;
- operate a jail or juvenile detention facility;
- maintain custody of individuals in a jail or in a juvenile detention facility; **OR**
- monitor compliance with probation or parole conditions

☐ Yes **[GO TO STEP 2]**

☐ No **[SKIP to declaration statement and signature block]**

STEP 2. In calendar year 2025, did your department provide access to the Immigration and Customs Enforcement (ICE) agency for civil immigration enforcement activities?

"ICE Access" is defined as providing any of the following to ICE:

- Responding to an ICE hold, notification, or transfer request;
- Providing ICE with advance notice of release information;
- Providing ICE with *non-public* information regarding release dates, home or work addresses;
- Permitting ICE to interview an individual; **OR**
- Providing ICE with probation or parole check-in dates and times

☐ Yes

☐ No

I declare that the information provided by me on the above form is true and correct to the best of my knowledge and belief.

_____	_____	_____
Department Head Signature	**Department Head Name**	**Department Name**

2026 TRUTH Act Certification Summary **Attachment D**
(by Department for Calendar Year 2025)

Department	Local Law Enforcement Dept?	Provided ICE Access? *
Agriculture	No	X
Animal Services	Yes	No
Assessor	No	X
Auditor-Controller	No	X
Child Support Services	No	X
Conservation and Development	Yes	No
County Administrator	No	X
County Clerk-Recorder/Elections	No	X
County Counsel	No	X
District Attorney	Yes	No
Employment and Human Services	No	X
Health Services	No	X
Human Resources	No	X
Information Technology	No	X
Library	No	X
Probation	Yes	No
Public Defender	No	X
Public Works	No	X
Racial Equity and Social Justice (ORESJ)	No	X
Risk Management	No	X
Sheriff-Coroner	**Yes**	**Yes**
Treasurer-Tax Collector	No	X
Veterans Services	No	X
Contra Costa County Fire Protection District	Yes	No
Crockett-Carquinez Fire Protection District	Yes	No

*Answer required, only if "yes" to Local Law Enforcement Dept.

File #: 26-3725 **Agenda Date:** 8/25/2026 **Agenda #:** D.2.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contra Costa Health Fiscal Outlook and Future of Contra Costa Regional Medical Center and Health Centers

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

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RECOMMENDATIONS:
CONSIDER accepting a report on the Contra Costa Health (CCH) current fiscal outlook, including the updated projected Fiscal Year (FY) 2026-27 budget deficit of $10 million and the cumulative five-year structural deficit of $730 million resulting primarily from federal and state healthcare policy changes.

FISCAL IMPACT:
The FY 2026-27 Board of Supervisors approved CCH budget included an $80 million deficit. Since budget adoption, CCH has identified approximately $70 million in revenue, productivity, and cost-containment initiatives, reducing the projected FY 2026-27 deficit to approximately $10 million. Despite these short-term improvements, CCH projects a cumulative structural deficit of approximately $730 million through FY 2030-31. Contra Costa Regional Medical Center and Health Centers (CCRMC) account for the greatest portion of the projected financial challenge.

The majority of the CCH structural deficit is driven by Federal and State healthcare policy changes that reduce healthcare funding, alter Medi-Cal eligibility and reimbursement, and increase the number of uninsured residents which place significant financial pressure on the County's healthcare delivery system.

BACKGROUND:
The FY 2026-27 Board of Supervisors approved CCH budget included an $80 million deficit. Since adoption of the budget, CCH has identified approximately $70 million in revenue, productivity, and cost-containment initiatives, reducing the projected FY 2026-27 deficit to approximately $10 million.

CCH's updated five-year projection identifies a cumulative structural deficit of approximately $730 million through FY 2030-31. Contra Costa Regional Medical Center and the Health Centers (CCRMC) account for the greatest portion of the projected financial challenge.

Federal and State healthcare policy changes are the primary drivers to the structural fiscal deficit through FY 2030-31. These policy changes are expected to reduce Medi-Cal enrollment, reimbursement, and supplemental funding. State policy changes will shift the Unsatisfactory Immigration Status (UIS) population currently enrolled in managed care Medi-Cal to Fee-for-Service Medi-Cal and likely increase the uninsured population. Based on current Medi-Cal enrollment, CCH estimates approximately 47,500 residents will no longer be

eligible for managed Medi-Cal beginning January 1, 2027, with up to 93,000 residents potentially uninsured by 2031.

CCRMC provides emergency, primary, behavioral health, specialty, and other healthcare services. CCH is evaluating four potential future scenarios for CCRMC: (1) maintaining operations at status quo, (2) developing a single-specialty behavioral health model, (3) pursuing multi-specialty growth, and (4) modeling an orderly wind-down of CCRMC as an acute care facility while reinvesting in the Health Centers network. CCH's current recommended direction is multi-specialty growth, with a focus on expanding high-demand services, modernizing operations, strengthening preventative healthcare services, and establishing a long-term strategy for sustainability. CCRMC leadership will update the Board on these potential scenarios as the work progresses.

CONSEQUENCE OF NEGATIVE ACTION:
Without Board acceptance of this report, the Board will not have the opportunity to review CCH's current fiscal outlook, balancing strategies, and long-term planning efforts for CCRMC and Health Centers.

Fiscal Update

Grant Colfax, MD
Health Services Director

Andrew Murrell
CCH Chief Financial Officer

David Culberson
CCRMC Chief Executive Officer

August 25, 2026

CONTRA COSTA HEALTH

Today's Discussion

01

The Changing Landscape

What is changing and why it matters

02

Our Response

CCH is adapting to the current fiscal environment

03

Focus on CCRMC

Why the care delivery system is most affected

04

Changing for the Future

Modernizing the County's hospital and health clinics to meet future community needs

Takeaways

Near-Term Progress

CCH has identified initiatives to reduce the FY 2026-27 deficit from **$80M to $10M**

Long-Term Pressure

Federal and state changes contribute to a projected **$730M five-year cumulative deficit**

CCRMC Most Affected

The County's hospital and clinic network face the steepest fiscal challenge, requiring long-term planning to **preserve care** for the community

Principles

Prioritize Care

Prioritize direct care and essential community services

Preserve Access

Protect access to care and services, especially for underserved and historically marginalized communities

Manage Efficiently

Manage more efficiently with a smaller workforce while minimizing layoffs

Updated Projections

Approved FY 2026-27 Budget

$80M deficit due to federal and state policy changes reducing healthcare funding

Updated FY 2026-27 Budget Projection

Budget-balancing initiatives identified reduce deficit to **$10M**

Long-Term Fiscal Outlook

Projected **$730M** cumulative structural deficit through FY 2030-31
Closing the long-terp gap will require state and federal policy and funding changes

Previous Fiscal Updates

All-Staff Message (December 2025) | December 2025 Board Presentation | March 2026 Board Update

Balancing the 2026-27 Budget

CONTRA COSTA HEALTH

Revenue & Productivity

Initiative	*Impact*
Improve provider scheduling workflows	$25M
Commercial health plan restructuring	$15M
Coding, billing and credentialling improvements	$5M
Optimize service lines	$3M
CalAIM billing opportunities	$2M
Total FY 2026-27 Revenue Initiatives	**$50M**

Cost Containment

Initiative	*Savings*
CCHP medical cost management	$7M
Hiring prioritization	$6M
IT contract reductions	$6M
Restructure CCHP community supports	$1M
Total FY 2026-27 Cost Containment	**$20M**

$80M
Projected FY2026-27 Budget Deficit

$50M Revenue & Productivity + **$20M** Cost Containment
Approximately $70M in FY2026-27 initiatives

$10M
Remaining Projected Deficit

Timeline of HR1 & State Budget Impacts

CONTRA COSTA HEALTH

Earlier in 2026

Full-scope Medi-Cal closed to new adult applicants without verified immigration status (UIS)

October 2026

Cuts to federal funding for emergency care

January 2027

Work requirements & 6-month renewals take effect

About 47,500 residents move from managed care to fee-for-service Medi-Cal

July 2027

Routine dental care ends for UIS adults

$30 monthly premium begins for UIS adults 19–59, may rise to $50

Primary care reimbursement for UIS members falls to fee-for-service rates

October 2027

Global Payment Program (GPP) ends, federal funding for uninsured care becomes limited to hospital services

Limits begin on provider taxes that help fund Medi-Cal

January 2028

Supplemental Medi-Cal payments to public hospitals begin declining annually

Federal — H.R. 1

California 2026-27 Budget

What doesn't change: The County hospital remains responsible for screening and stabilizing everyone who comes to the emergency department

Drivers of Structural Deficit through 2030-31

Federal Funding Reductions

Global Payment Program (GPP) – ($180M)

Funding for primary and preventative care provided to uninsured patients

State Directed Payments (QIP & EPP) – ($140M)

Supplemental Medi-Cal funding tied to performance

Federal Support for Emergency Care – ($50M)

Federal funding for emergency care at public hospitals

Medi-Cal Disenrollments – ($20M)

Coverage losses from work requirements and 6-month renewals

$390M

State Funding Changes

Primary Care Reimbursement – ($350M)

People without verified immigration status lose access to managed Medi-Cal (January 1, 2027)

State funding for their primary and preventative care is lost

Managed Medi-Cal – ($100M)

47,500 members move from managed care to fee-for-service Medi-Cal

Medi-Cal Benefit Reductions – ($10M)

Dental and pharmacy benefits cut for affected adults

$460M

Federal law requires the County hospital and clinic network to screen and treat anyone who visits the emergency department — **with less federal support to do so**

Impacts on People's Healthcare

CONTRA COSTA HEALTH

Managed Care Medi-Cal

~300,000 today

Comprehensive coverage
Capitated payment
Predictable reimbursement

Fee-For-Service Medi-Cal

~47,500 beginning Jan. 1, 2027

Less care coordination
Up to $50 monthly premium
Payment per service
~90% lower reimbursement

Uninsured

Up to 93,000 by 2031

No health coverage
County-funded care
No Medi-Cal reimbursement

As people lose coverage...

- **Access to Care** ↓
- **Reimbursement for services** ↓
- **Care Coordination** ↓
- **Preventable Illness & Death** ↑
- **County Financial Exposure** ↑

What doesn't change: the emergency department remains open to everyone as a last resort — **often when patients are sicker and care is more expensive**

Contra Costa Health Five-Year Outlook

($ millions)	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	TOTAL
Previous Budget Projection	($370)	($330)	($370)	($420)	($480)	($1,970)
Updated Projection	($290)	($330)	($400)	($460)	($530)	($2,010)
County General Fund Support	$280	$250	$250	$250	$250	$1,280
Surplus / (Deficit)	**($10)**	**($80)**	**($150)**	**($210)**	**($280)**	**($730)**
Projected Fund Balance	**$520**	**$440**	**$290**	**$80**	**($200)**	

FY2027-28 planning will focus on closing the near-term deficit while preparing for long-term structural change, **particularly at the County's hospital and clinic network**

Five-Year Outlook Assumptions

Revenue Assumptions

Patient Volume
No primary care visit growth assumed

1% annual growth assumed in inpatient and emergency department volume

County Funding
County funding remains flat, with flexibility to redirect funds to the County hospital and clinics

Medi-Cal Rates
Medi-Cal managed care rates increase only with inflation beginning 2026-27

Expense Assumptions

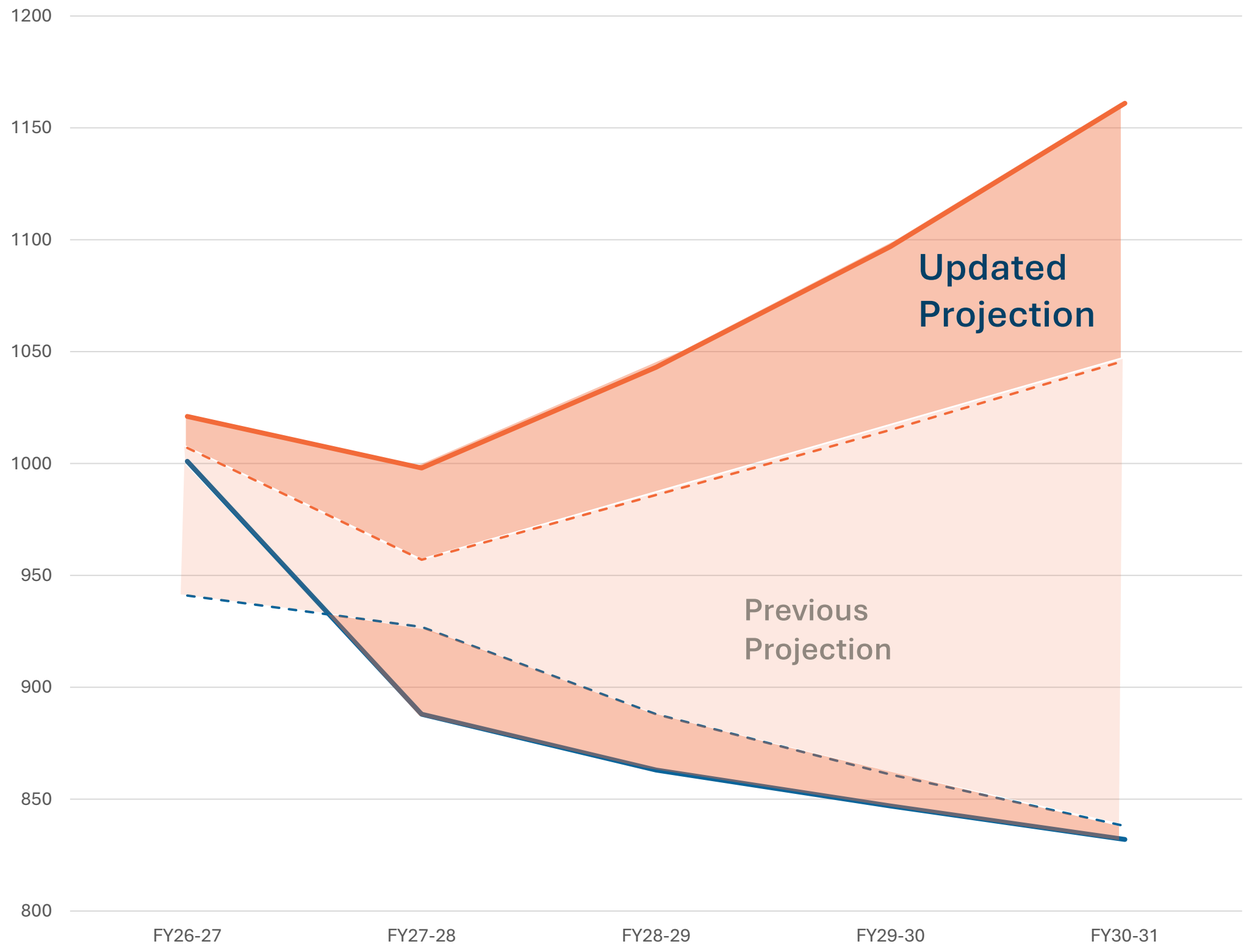
Labor Costs
Labor costs reflect negotiated agreements where available and inflation where agreements remain open

Contracted Services
Contracted service costs increase 5% annually

Pharmaceuticals & Supplies
Pharmaceutical and supply costs continue at current growth trends

Capital
Outlook includes the seismic project at the County hospital and ongoing capital costs

Focus on County Hospital & Clinics



Key Financial Impacts

($20M)

FY2026-27 projected hospital & clinics deficit

($890M)

Five-year projected hospital & clinics deficit

$173M

State-mandated capital costs

Partially offset by $80M in one-time Measure X revenue

Care Delivery System Focus

The greatest impact falls on **Contra Costa Regional Medical Center & Health Centers**, the County's hospital and clinic network

Regional Medical Center Matters

The County hospital and health centers are the **cornerstone** of Contra Costa County's healthcare system

These services cannot be replaced without reducing healthcare capacity and limiting access, especially for residents who have fewer options for care

38,000+
emergency visits in 2025-26

1 in 5
Of all Contra Costa residents receive their primary care at our clinics

11
Community health clinics across the county

1
Psychiatric Emergency Services program in Contra Costa

County Hospital & Clinics Today

Hospital Services

167 inpatient beds

Emergency department

Psychiatric emergency services

Labor & delivery

Medical/surgical care

Ambulatory Network

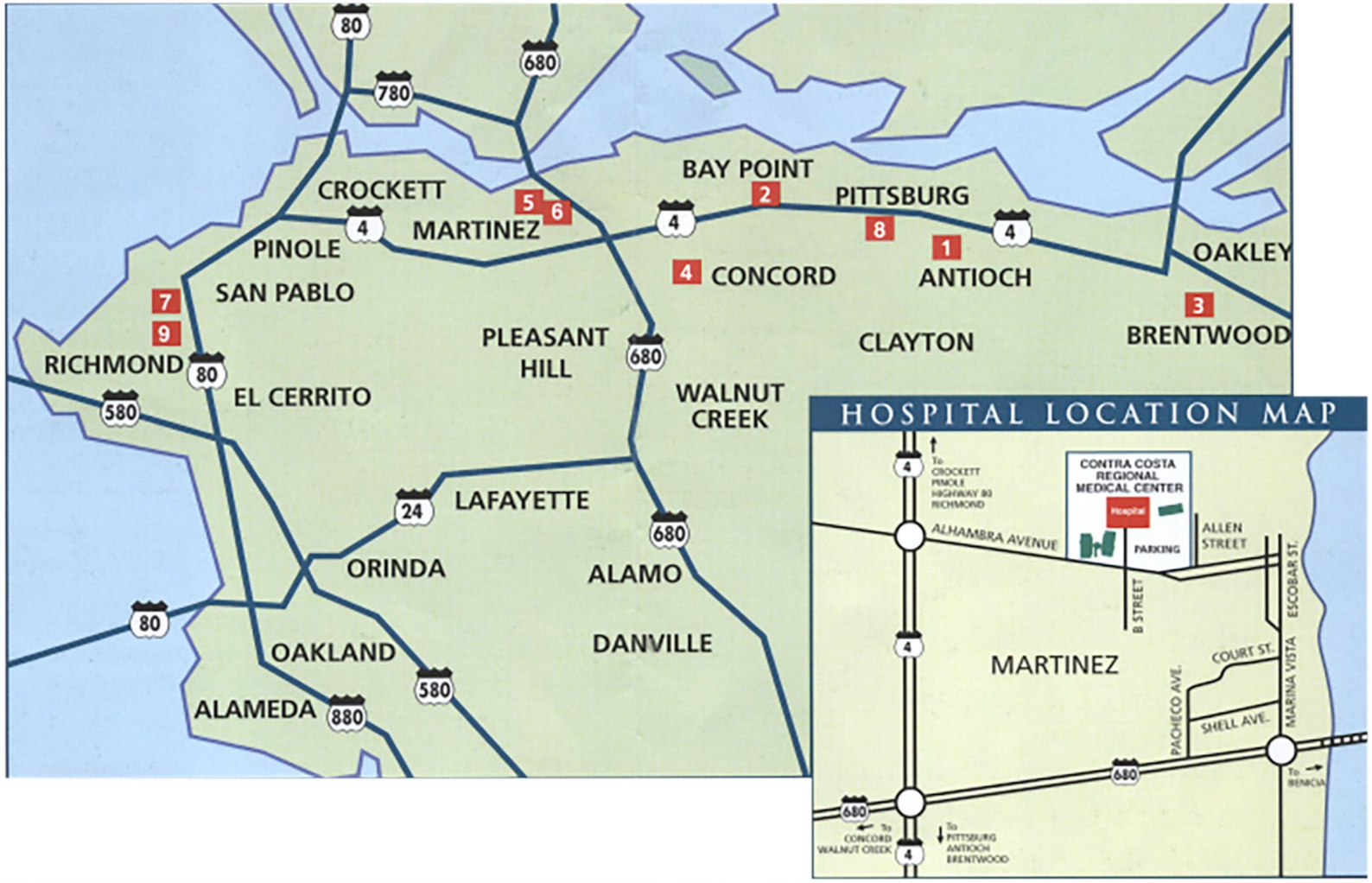
11 clinics across **9** locations

Primary and specialty care

Presence across West, Central and East County

Workforce

2,400+ employees serving County residents



Defining CCRMC's Future

Recommended path will require additional budget-balancing measures

	Status Quo	Single-Specialty (Behavioral Health)	Recommended path forward Multi-Specialty	Close Hospital & Expand Ambulatory Care
Intent / Purpose	Understand the cost of maintaining the current model	Become the County's specialty hospital for behavioral health	Restore services the community currently seeks elsewhere	Understand the costs and consequences of closing the hospital
Description	Continue current operations and planned performance improvements	Focus the hospital on behavioral health services	Restore critical services and invest where community demand supports growth	Wind down hospital services and redirect resources to clinic network
Impact to the Community	**Access continues to decline as financial pressure grows**	**Expands behavioral health access but ends acute and surgical care**	**Restores local access to services residents currently seek outside the County system**	**Eliminates the County's only public hospital to expand ambulatory care**

Building a Sustainable Future

Advocate for Policy & Funding Solutions

Policy: Work with elected officials to minimize or reverse harmful effects of H.R. 1

Funding: Pursue sustainable state and federal funding for County healthcare

Focus on Clinical Services

Hospital: Grow strategically to restore essential services (acute primary care, psychiatry)

Clinics: Improve access to meet patient demand as H.R. 1 takes effect

Improve Financial Performance

Revenue: Improve how we capture and collect patient revenue

Expenses: Align staffing and supply costs with patient volume

OUR EFFORTS ALONE WILL NOT BE ENOUGH

Even with major clinical and financial improvements, changes in state and federal policy and funding will be necessary to sustain the County hospital and clinic system

Planning Future Clinical Services

What We're Analyzing

Patient referrals within and outside the County system

Contra Costa Health Plan claims

Current and future hospital and clinic capacity

What We Want to Learn

Where patient demand exceeds available services

Where capacity exceeds demand

Which services should grow, change or be reduced

What It Will Inform

Service priorities

Implementation timelines

Capital investment

Expected clinical and financial impacts

Next Steps

CONTRA COSTA HEALTH

Advance the Plan

Execute the FY 2026-27 balancing plan and continue refining the long-term delivery system strategy

Monitor Progress

Return regularly to the Board with financial and implementation updates

Board Partnership

Work with the Board and CAO to evaluate options and make key policy decisions

Stakeholder Engagement

Engage employees, providers and community partners as implementation continues

Thank you

CONTRA COSTA
HEALTH

Key Terms

COVERAGE & POLICY

H.R. 1	House Resolution 1. Federal law changing healthcare eligibility and financing.
UIS	Unsatisfactory Immigration Status. Medi-Cal eligibility category based on federal immigration requirements.
Managed Medi-Cal	Medi-Cal coverage provided through a managed care health plan, such as Contra Costa Health Plan (CCHP).
Fee-For-Service Medi-Cal	Medi-Cal coverage that pays healthcare providers directly for covered services.

FUNDING

QIP	Quality Incentive Pool. Medi-Cal funding tied to quality improvement and performance.
GPP	Global Payment Program. Supplemental funding for care provided to uninsured patients.
EPP	Enhanced Payment Program supplemental funding program incentivizing certain cost containment measures.
PPS	Prospective Payment System. Payment system that reimburses providers using predetermined rates.

File #: RES 2026-319 **Agenda Date:** 8/25/2026 **Agenda #:** D.3.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: Resolution approving the Memoranda of Understanding and Side Letter between Contra Costa County and Teamsters, Local 856.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ADOPT Resolution No.2026-319 approving the successor Memorandum of Understanding (MOU) between Contra Costa County and Teamsters Local 856, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of August 1, 2026 through July 31, 2028, and approving a Side Letter to conduct a compensation study during the term of the successor MOU.

FISCAL IMPACT:
The estimated increase in salary costs of the negotiated contract between the County and Teamsters, Local 856 is $7.6 million for Fiscal Year 2026-2027 and $7.8 million for Fiscal Year 2027-2028. The continuation of the current health care subsidy for the Teamsters Trust Fund KP Health Plan represents approximately $1.9 million per year and may adjust in future years dependent upon Kaiser Plan A employee contribution rates.

The reclassifications and salary reallocations for mental health classifications will increase costs by up to $3.9 million annually.

Operating departments will be responsible for absorbing the increased personnel costs and will need to monitor expenditures to remain within budget during the fiscal year.

BACKGROUND:
The County began bargaining with Teamsters, Local 856 on February 24, 2026. The contract between the parties expired on June 30, 2026. A Tentative Agreement was reached between the County and the Union on August 12, 2026. The Union completed their ratification on August 20, 2026. The resulting Tentative Agreements between the County and the Union are incorporated in the attached MOU, and include modifications to wages and health care, and establish separate classifications of Mental Health Clinical Specialist - Licensed and Mental Health Clinical Specialist - Unlicensed.

The parties also agreed that the County would conduct a compensation study during the term of the MOU, as reflected in the attached Side Letter.

In summary, the County and Union agreed to modify the following provisions in the existing MOU:

1. Duration of Agreement - Section 51.4
   This Agreement will continue in full force and effect from August 1, 2026 through July 31, 2028.

2. General Wages - Section 5.1.A
   a. Effective August 1, 2026, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).
   b. Effective July 1, 2027, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

3. Salary Adjustments - Section 5.1.C
   a. Effective the first day of the month following the effective date of the salary increase in Section 5.1.A.1, the County will establish separate classifications of Mental Health Clinical Specialist - Licensed, Mental Health Clinical Specialist - Unlicensed. The newly established classifications will be designated by the Director of Human Resources as flexibly staffed positions. Current incumbents in the Mental Health Clinical Specialist (VQSB) classification will be reclassified into the new classes based on qualifications. The salary schedules for the new classifications will be as follows:

Mental Health Clinical Specialist - Unlicensed

Step	Annual Salary
1	$82,859.50
2	$87,002.47
3	$91,352.60
4	$95,920.23
5	$100,716.24
6	$105,752.05
7	$111,039.65

Mental Health Clinical Specialist - Licensed

Step	Annual Salary
1	$113,585.89
2	$119,265.18
3	$125,228.44
4	$131,489.86

   b. Effective immediately following the increase in Section 5.1.A.1, the salary schedule of the Mental Health Clinical Specialist - Per Diem (VQSK) classification will be increased by 7.28%.

   c. Effective immediately following the increase in Section 5.1.A.1, the top step of the salary schedule of the Clinical Psychologist (VQTB) classification will be increased by 7.28%. The lower

salary steps will be increased proportionately in amounts necessary to preserve the existing percentage differential between each step.

d. Effective immediately following the increase in Section 5.1.A.1, align the salary schedule of the Mental Health Community Support Worker I (VQWE) classification with the Community Health Worker I (VKWC) classification.

e. Effective immediately following the increase in Section 5.1.A.1, align the salary schedule of the Mental Health Community Support Worker II (VQVB) classification with the Community Health Worker II (VKVB) classification.

4. Medical Plan Cost-Sharing - Section 19.7.F.6
   Extend the dates for medical plan cost sharing for active employees in the Teamsters 856 Trust Fund KP Health Plan through the plan year January 1, 2027.

5. Incorporate the Side Letter approved in Resolution 2026-208.

6. Eliminate outdated MOU sections 5.1.C, 5.1.D, 54.3.A.2 through 54.3.A.7, and eliminate Attachment T from the MOU.

7. The Union agrees to withdraw Unfair Practice Charge SF-CE-2439-M.

8. Updates and corrections to references and renumbering.

CONSEQUENCE OF NEGATIVE ACTION:
Members will continue working under an expired contract.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF the agreement for a Side Letter and successor Memorandum of Understanding between Contra Costa County and the Teamsters, Local 856 for the period of August 1, 2026 through July 31, 2028.

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of the County of Contra Costa and the Board of Directors of the Contra Costa County Fire Protection District RESOLVES THAT:

The agreements for the Side Letter and Memorandum of Understanding between Contra Costa County and the Teamsters, Local 856, providing for wages, benefits and other terms and conditions of employment for the period beginning August 1, 2026 through July 31, 2028, be ADOPTED.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CONTRA COSTA COUNTY

AND

TEAMSTERS, LOCAL 856

AUGUST 1, 2026 – JULY 31, 2028

TEAMSTERS, LOCAL 856
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ATTACHMENTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
TEAMSTERS, LOCAL 856

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of Contra Costa County, and the Contra Costa County Fire Protection District, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Section 43.2 – Project Employees.

SECTION 1 - UNION RECOGNITION

DEFINITIONS

Appointing Authority: Department Head unless otherwise provided by statute or ordinance.

Class: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Class Title: The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

County: Contra Costa County.

Demotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

Director of Human Resources: The person designated by the County Administrator to serve as the Assistant County Administrator-Human Resources Director.

Eligible: Any person whose name is on an employment or reemployment or layoff list for a given class.

Employee: A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.

Employment List: A list of persons who have been found qualified for employment in a specific class.

Layoff List: A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

Per Diem Employment: Per diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has "per diem" in its title. Notwithstanding any other provision of the MOU, per diem employees are entitled only to an hourly wage and those special pays identified in Attachment F. No other pays or benefits identified in the MOU apply to per diem employees.

Permanent-Intermittent Position: Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.

Permanent Part-Time Position: Any position which will require the services of an incumbent for an indefinite period, but on a regularly scheduled less than full-time basis.

Permanent Position: Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

Project Employee: An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

Promotion:
A. The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as set forth in the definition of "transfer," or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

B. A Promotion also occurs when an employee is selected from an eligible list established as a result of a competitive recruitment to a different classification with a top step that is greater than or equal to the top step of the classification the employee previously occupied. When an action is determined to be a promotion on the basis of the employee being selected from an eligible list as a result of a competitive recruitment, the provisions of the deep class resolution that are in conflict with this section shall not apply.

Position: The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

Reallocation: The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

Reclassification: The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

Reemployment List: A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

Resignation: The voluntary termination of permanent employment with the County.

Temporary Employment: Any employment in the Merit System which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

Transfer:

A. The change of an employee who has permanent status in a position to another position in the same class in a different department.

B. Transfer is also the change of an employee who has permanent status in a position to another position in a different classification if the top step of the salary range for the new classification is not more than five percent greater or five percent less than the top step of the classification previously occupied by the employee, or as otherwise defined in promotion, or deep class ordinances or resolutions.

Union: Teamsters, Local 856

SECTION 1 - UNION RECOGNITION

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

Attendant-LVN-Aide Unit
General Services and Maintenance Unit
Health Services Unit

SECTION 2 - UNION SECURITY

2.1 Dues Deduction. Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all employees, including temporary employees, in its bargaining units.

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

2.2 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

A. To post literature on bulletin boards.

B To arrange for use of a meeting room.

C. To leave and/or distribute a supply of literature as indicated above.

D. To represent an employee on a grievance and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

2.3 Use of County Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

A. Such space is available.

B. There is no additional cost to the County.

C. It does not interfere with normal County operations.

D. Employees in attendance are not on duty and are not scheduled for duty.

E. The meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.4 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.5 Written Statement for New Employees.

A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The County will provide the employee with a packet of information which has been supplied by the Union and an electronic membership application form.

B. The County will provide written notice of both Employer-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Union, at least ten (10) business days prior to the event.

C. The new employee orientation notice provided to the Union will include the date, time and location of the orientation.

D. Representatives of the Union shall be permitted to make a presentation of up [to] thirty (30) minutes, and present written materials during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.

E. A bargaining unit member attending orientation as the Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the name of any employee who they wish to be released at least 48 hours in advance to the Labor Relations Manager.

F. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.

2.6 Compliance with the Law. The parties agree to comply with SB866 and agree that changes to the law impacting this section of the MOU will trigger a meet and confer among the parties.

2.7 Notification of Dues Deduction Changes. The Union shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Union. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period. The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely.

The Employer and the Union recognize that the Employer has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the Employer contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.

B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.

C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU.

D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.

E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is

required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving Teamsters, Local 856 are to be discussed.

F. Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting, Skelly hearing).

4.2 Union-Sponsored Training Programs. The County shall provide a maximum of three hundred twenty (320) hours per year of release time for union designated stewards or officers to attend union-sponsored training programs.

Requests for release time shall be provided in writing to the Employee Relations Officer or his/her designee at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

4.3 Union Representatives. Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or his/her designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed the below specified limits without prior approval of the Employee Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

Attendant-LVN-Aide	3
General Services and Maintenance	6
Health Services	6

SECTION 5 – SALARIES

5.1 General Wages.

A. 1. Effective August 1, 2026, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

2. Effective July 1, 2027, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

B. Longevity Pay. Effective July 1, 2008, employees with ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

C. Salary Adjustments.

1. Effective the first day of the month following the effective date of the salary increase in Section 5.1.A.1, above, the County will establish separate classifications of Mental Health Clinical Specialist – Licensed and Mental Health Clinical Specialist – Unlicensed. The newly established classifications will be designated by the Director of Human Resources as flexibly staffed positions. Current incumbents in the Mental Health Clinical Specialist (VQSB) classification will be reclassified into the new classes based on qualifications. The salary schedules for the new classifications will be as follows:

Mental Health Clinical Specialist – Unlicensed

Step	Annual Salary
1	$82,859.50
2	$87,002.47
3	$91,352.60
4	$95,920.23
5	$100,716.24
6	$105,752.05
7	$111,039.65

Mental Health Clinical Specialist – Licensed

Step	Annual Salary
1	$113,585.89
2	$119,265.18
3	$125,228.44
4	$131,489.86

Reclassified incumbents will be placed upon the step of the new salary range which equals the rate of pay received before the reclassification, or if the new range does not contain a step at the equal rate, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range. Reclassified employees will carry the seniority accrued in the former class into the new class for purposes of layoff.

2. Effective immediately following the increase in Section 5.1.A.1, the salary schedule of the Mental Health Clinical Specialist – Per Diem (VQSK) classification will be increased by 7.28%.

3. Effective immediately following the increase in Section 5.1.A.1, the top step of the salary schedule of the Clinical Psychologist (VQTB) classification will be increased by 7.28%. The lower salary steps will be increased proportionately in amounts necessary to preserve the existing percentage differential between each step.

4. Effective immediately following the increase in Section 5.1.A.1, align the salary schedule of the Mental Health Community Support Worker I (VQWE) classification with the Community Health Worker I (VKWC) classification.

5. Effective immediately following the increase in Section 5.1.A.1, align the salary schedule of the Mental Health Community Support Worker II (VQVB) classification with the Community Health Worker II (VKVB) classification.

5.2 Entrance Salary. Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Human Resources Director offers to meet confer with the Union on a case by case basis each time prior to formalizing the appointment.

5.3 Anniversary Dates. Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.

B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.

C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.

D. Transfer, Reallocation & Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.

F. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's

merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary date is one (1) year after the first calendar day of that month.

5.4 Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.5 Part-Time Compensation. A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

5.6 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

5.7 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

5.8 Salary Reallocation & Salary on Reallocation.

A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.

B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary.

D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8 - Salary Reallocation & Salary on Reallocation.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13 – Pay for Work in Higher Classification, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under Section 5.11 - Salary on Voluntary Demotion, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

5.11 Salary on Voluntary Demotion. Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.12 Salary on Transfer. An employee who is transferred from one position to another as described under Transfer shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided

in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

5.13 Pay for Work in Higher Classification. When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.9 - Salary on Promotion of this Memorandum, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.

B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.

C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.

D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum.

E. Higher pay assignments shall not exceed six (6) months except through reauthorization.

F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty days (180) no additional waiting period will be required.

G. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.

H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

I. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.14 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive the advance shall be made online using Employee Self Service (ESS) on the prescribed form. If the employee makes an update between the 1st and 15th of the month, then the change will impact the current month's advance. If the employee makes the update after the 15th, it will impact the following month's advance.

Such an election will remain effective until revoked.

In the case of an election made pursuant to this Section 5.14 – Payment, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.15 Salaries and Deferred Compensation.

A. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010: Commencing April 1, 2010, and for the duration of this Agreement, the County will contribute one hundred fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010, and,

2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,

3. The employee defers a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,

4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).

5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

The County will provide annually to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

B. **Deferred Compensation Plan – Loan Provision:** On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is $1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or $50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.

7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time $50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time $25 loan initiation fee and a monthly maintenance fee of $1.50. These fees are paid by payroll deduction.

SECTION 6 – DAYS AND HOURS OF WORK

6.1 Definitions.

A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

F. **12/80 Work Schedule:** A 12/80 work schedule is ONLY available to employees in the following classifications: Airport Safety Officer I, Airport Safety Officer II, Airport Safety officer III, and Airport Safety Officer IV. A 12/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours I the designated workweek. In the thirty-six hour calendar week, the employee works three (3) twelve (12) hour days and has the same day of the

week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works three (3) twelve (12) hour days and (1) eight (8) hour day.

G. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

H. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 and 12/80 workweek begin on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 and 12/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).

I. **Workweek for Twenty-Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the Health Services Department and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

6.2- 4/10 Shifts If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

6.2 Automated Timekeeping Implementation.

The Union agrees to the implementation of an Automated Timekeeping System.

6.3 Time Reporting/Time Stamping.

Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME

7.1 Overtime.

A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:

1) in excess of forty (40) hours per week; or

2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

Overtime for permanent employees is earned and credited in a minimum of one-tenth hour (6 minute) increments and is compensated by either pay or compensatory time off.

B. Permanent Intermittent and temporary employees will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.

C. Airport Safety Officers I (9BWC), II (9BVC), III (9BTB), and IV (9BNB).

Effective October 1, 2019, Airport Safety Officers mandated to work overtime pursuant to Section 54.2.L.2 - General Services and Maintenance Unit will be paid at one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials) for any mandatory overtime hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours.

For mandatory overtime only, hours worked for the purposes of calculating forty (40) hours per week, eight (8) hours per day, and daily number of scheduled hours includes hours paid. Hours paid does not include absence without pay or time off taken with less than 24-hours advanced notice. In these instances, mandatory overtime will be paid as Straight Time Pay in accordance with Section 7.3 of the MOU, unless and until an employee's hours while working

mandatory overtime exceed forty (40) hours per week or eight (8) hours per day and exceed the employee's daily number of scheduled hours.

Any special differentials that are applicable during mandatory overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

Mandatory Overtime Pay: In addition to the foregoing, Airport Safety Officers mandated to work overtime pursuant to Section 54.2.L.2 – General Services and Maintenance Unit will also be paid one additional hour for the mandatory overtime shift at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials).

7.2 **Overtime Compensatory Time.** The following provisions shall apply:

A. Employees may elect to accrue overtime compensatory time off in lieu of overtime pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.

B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. New employees hired after May 31 of each year who become eligible (including those demoted/promoted etc.) for compensatory time off in accordance with these guidelines must wait until the next fiscal year to select compensatory time. The employee will become eligible to elect compensatory time for the following fiscal year as outlined in 7.2.A above.

C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.

E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.

F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section.

This provision may be waived at the discretion of the Department Head or his or her designee.

G. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.

H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in I below.

I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:

1. The employee changes status and is no longer eligible for compensatory time off.

2. The employee promotes, demotes or transfers to another department.

3. The employee separates from County service.

4. The employee retires.

J. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

7.3 <u>Straight Time Pay and Straight Time Compensatory Time.</u>

A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee’s daily number of scheduled hours that do not qualify for overtime pay as described in section 7.1, above.

B. Straight time pay is calculated at the rate of one (1.0) times the employee’s base rate of pay (not including differentials or shift pays).

C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.3.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees who receive straight time compensatory time off in lieu of straight

time pay, except as otherwise set forth in this section 7.3, the rules for administration of compensatory time off described in section 7.2, above, apply to straight time compensatory time off.

SECTION 8 - CALL BACK TIME PAY

A permanent full-time and permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.

SECTION 9 - ON-CALL DUTY

A permanent full-time or part-time employee assigned to On-Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of four (4) hours, the on-call duty hours will be pro-rated. For example, if the employee is assigned to on-call duty for six (6) hours, the employee would receive one and one-half (1.5) hours of straight time pay for the six (6) hours of designated on-call duty (6 hours ÷ 4 hours=1.5 hrs.). If an employee is called back to work while assigned to on-call duty, the employee will be paid for the total assigned on-call duty hours regardless of when the employee returns to work. An employee is considered assigned to on-call duty if all of the following criteria are met:

a. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

b. The Department Head designates and approves those permanent full-time or part-time employees who will be assigned to on-call duty.

SECTION 10 - SHIFT DIFFERENTIAL

A. Permanent full-time and permanent part-time employees:

1. Permanent full-time and permanent part-time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the

employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

B. Permanent Intermittent and Temporary employees:

1. Permanent Intermittent and temporary employees will receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.

2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

11.1 Workforce Reduction. In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.

B. Advise employees in those classifications that position reductions may occur in their classifications.

C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.

D. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.

E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).

F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:

1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.

2. Determine if there are other positions to which employees may be transferred.

3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.

4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.

G. When it appears to the Department Head and/or Employee Relations Officer or his/her designee that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Employee Relations Officer or his/her designee shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

11.2 Separation Through Layoff.

A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).

B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.

C. Layoff By Displacement.

1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent-intermittent or permanent part-time position, the least senior employee being displaced first.

2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary

level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.

2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.

3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff list for the class of positions from which that person has been removed.

G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.

H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.

I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.

J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.

2. On evidence that the eligible cannot be located by postal authorities.

3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.

4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available

at that time. A rejection of all of those offered positions constitutes a single declination.

5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

   If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

K. Removal of Names from Reemployment and Layoff Certifications. The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

11.3 Notice. The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

11.4 Special Employment Lists. The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

11.5 Reassignment of Laid Off Employees. Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time

of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 12 - HOLIDAYS

12.1 Holidays and Personal Holiday Credit. The County will observe the following holidays:

A. January 1st, known as New Year's Day
3rd Monday in January known as Dr. M. L. King, Jr. Day
3rd Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
June 19th, known as Juneteenth
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
4th Thursday in November, known as Thanksgiving
The day after Thanksgiving
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday, and any holiday that falls on a Sunday is observed on the following Monday.

2. For employees in the Health Services Department who are assigned to units or services on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day that the holiday falls regardless if it is a Saturday or Sunday.

3. For employees who work in twenty-four (24) hour facilities other than in the Health Services Department and who may be assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

C. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

D. Effective September 1, 2013, Safety classifications represented by Teamsters, Local 856 assigned to work in twenty-four (24) hour facilities will not accrue the two (2) hours per month of personal holiday credit referenced in Section 12.1.C., above.

E. Effective September 1, 2013, employees in the safety classifications represented by Teamsters, Local 856 will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B., above, but will accrue two (2) hours per month of personal holiday credit. Such personal holiday credit may be taken in increments of one (1) minute, and preference for the use of personal holiday credit shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

12.2 Holiday is Observed (NOT WORKED).

A. Full Time Employees:

1. Holidays Observed – Full Time Employees**:** Full time employees on regular, 4/10, 9/80,12/80, flexible, and alternate work schedules are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County.

2. Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, 12/80, Flexible, and Alternate Work Schedule: When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, 12/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time in recognition of his/her regularly scheduled day off.

   Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the

day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

3. Holiday Observed- Full Time Employees Scheduled in Excess of Eight (8) hours: When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the workday is a twelve (12) hour day, the employee must use four (4) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

4. Holiday Observed- Full Time Employees Scheduled for Less than Eight (8) hours: When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

B. Part Time Employees:

1. Holidays Observed – Part Time Employees**:** When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 x 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "part time employee's holiday hours."

2. Holiday Observed on Regular Day off of Part Time Employees: When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the "part time employee's holiday hours," without a reduction in pay, in recognition of the holiday. The employee is also entitled to received flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time, in the amount of the "part time employee's holiday hours" in recognition of his/her scheduled day off.

3. Holiday Observed- Part Time Employees Scheduled to Work in Excess of "Part Time Employee's Holiday Hours": When the number of hours in a part time employee's scheduled work day that falls on a holiday is more than the employee's "part time employee's holiday hours," the employee

must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employees "part time employee's holiday hours." If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

4. Holiday Observed- Part Time Employees Scheduled to Work Less than "Part Time Employee's Holiday Hours": When the number of hours in a part time employee's scheduled work day that fall on a holiday is less than the employee's "part time employee's holiday hours," the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's "part time employee's holiday hours."

12.3 Holiday is WORKED.

A. Full Time Employees:

1. Holiday Falls on Regularly Scheduled Work Day of Full-Time Employees on Regular, 4/10, 9/80, 12/80, Flexible, and Alternate Work Schedules: When a full-time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. This provision applies to the regular, 4/10, 9/80, 12/80, flexible, and alternate work schedules.

2. Holiday Worked- Full Time Employee Scheduled less than Eight (8) hours on Regularly Scheduled Work Day: When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as "full time employee short shift"), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee's scheduled full time employee short shift hours.

Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, 12/80, Flexible, and Alternate Work Schedules: Holiday Worked by Full-Time Employees on 4/10, 9/80, 12/80, Flexible: When a full-time employee works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This

provision only applies to employees on 4/10, 9/80, 12/80, flexible, and alternate work schedules.

B. Part Time Employees:

1. Holiday Falls on Regularly Scheduled Work Day: When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the "part time employee's holiday hours."

2. Holiday Worked- Part Time Employee Scheduled for Less than "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day: When a part time employee is scheduled to work less than the employee's "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee short shift"), and the employee works that part time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the "part time employee's holiday hours" and the part time employee short shift hours.

3. Holiday Worked- Part Time Employee Scheduled to Work in Excess of "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day: When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee long shift"), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.

4. Holiday Falls on Regularly Scheduled Day Off of Part Time Employee: When a part time employee works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) his/her base rate of pay (not including differentials) or compensatory time for all hours worked on the holiday, up to a maximum of the amount the "part time employee's holiday hours."

5. Holiday Worked- Regularly Scheduled Day off in Excess of "Part Time Employee's Holiday Hours": If a part time employee works more than the

"part time employee's holiday hours," the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the "part time employee's holiday hours" or flexible compensatory time in recognition of his/her scheduled day off.

6. Holiday Worked- Regularly Scheduled Day off Less Than "Part Time Employee's Holiday Hours": If a part-time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee's short shift hours and the "part time employee's holiday hours."

12.4 Holiday and Compensatory Time Provisions.

A. Maximum Accruals of Holiday Compensatory Time: Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.

B. Pay Off of Holiday Compensatory Time: Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.

C. Maximum Accruals of Flexible Compensatory Time: Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.

D. Pay Off of Flexible Compensatory Time: Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is

not eligible for flexible compensatory time.

E. Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.

12.5 Holidays for Full Time Employees who Work in Twenty-Four (24) Hour Facilities AND who do NOT Accrue Four (4) Hours per Month of Personal Holiday Credit:

A. All of the provisions of Section 12 apply to all of the full time employees who work in twenty-four (24) hour facilities, who do not accrue four (4) hours per month of personal holiday credit.

B. Additionally, when a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility AND who does not accrue four (4) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.

1. Employee Works on his/her Next Scheduled Work Day Following the Holiday: When a full time employee works on his/her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on that day up to a maximum of eight (8) hours.

2. Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday: When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.

The County retains the right to decide whether an employee will work or not work on the next scheduled work day following a holiday.

12.6 Permanent-Intermittent Employees: Permanent-Intermittent employees who work on a holiday will be paid overtime pay at the rate of one and one half (1.5) time his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

SECTION 13 - VACATION LEAVE

13.1 Vacation Allowance. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee

qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 - Compensation for Portion of Month of this MOU. Vacation credits may be taken in one (1) minute increments and may not be rounded. Vacation may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

13.2 Vacation Leave on Reemployment From a Layoff List. Employees with six months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate payroll system override actions can be taken.

13.3 Vacation Accrual Rates.

A. Vacation Accruals for General Services Maintenance Unit. For employees hired into a class in the General Services & Maintenance Unit the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 5 years	6-2/3	160
5 through 10 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

B. Vacation Accruals for Attendant LVN-Aide Unit and Health Services Unit. The following vacation accruals are for employees in the Attendant LVN-Aide Unit and Health Services Unit:

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

C. Vacation Requests – Attendant LVN-Aide Unit ONLY. Vacation for employees in the Hospital and Clinic Divisions Hospital Nursing Service (including the Detention Facilities) and Ambulatory Care Nursing Services shall be scheduled on an annual cycle, April 1 through March 31.

Employees must submit their written vacation request by March 1st of each year. The hospital will post a schedule of vacations by April 1st of each year. Approval of time off is contingent upon sufficient accruals being available at the time vacation is taken. Accruals for the purpose of granting vacation leave shall include accrued pursuant to this Section 13 and personal holiday hours accrued pursuant to Section 12 - Holidays.

Normally, only one employee per classification from each worksite and shift may receive vacation at the same time; however, management may approve more than one employee per classification based upon operational needs. In case of conflict, the employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted.

Vacation requests submitted after March 1st shall be considered on a first come basis and shall be subject to staffing availability.

An employee voluntarily changing worksite or shift after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

D. Vacation Requests – Community Health Workers I/II (CHW I/II) and Community Health Worker Specialists (CHWS) ONLY. Vacations for Community Health Workers I/II (CHW I/II) and Community Health Worker Specialists (CHWS) shall be scheduled on an annual cycle, April 1st through March 31st. Employees must submit their written vacation requests by February 1st of each year. Administration in each program or office will post a schedule of vacations by March 1st of each year.

At least one CHW or CHWS from each office or program will receive scheduled absences, including continuing education and vacation, at any given time. With supervisor's approval, additional time off requests may be granted, based on staffing and caseload. The employee with the greater length of service in the Community Health Worker Series will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted and will be approved on a first come basis. In the event of a tie on the date of submission, seniority in the classification or series will serve as the tie breaker Absences for sick leave, disability and regular days off will not be counted as scheduled absences.

An approved vacation will not be unilaterally canceled.

An employee voluntarily changing work position or assignment between programs or regional offices after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

E. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:

Employees with a first of the month Service Award Date: Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

Example:

1. The employee's Service Award Date is January 1, 1988.

2. The employee reaches 20 years of service on January 1, 2008.

3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

Employees NOT with a first of the month Service Award Date: Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example Two:

1. An employee's Service Award Date is February 24, 1987.

2. The employee reached 20 years of service on February 24, 2007.

3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

F. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example One:

1. The employee's Service Award Date is January 1, 1988.

2. The employee reached 20 years of service on January 1, 2008.

3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

Example Two:

1. An employee's Service Award Date is February 24, 1987.

2. The employee reached 20 years of service on February 24, 2007.

3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

G. Service Award Date Defined: An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

13.4 Bridged Service Time. Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall accrue vacation in accordance with the accrual formula for employees hired after September 1, 1979. However, prior service time which has been bridged shall count toward longevity accrual.

13.5 Accrual During Leave Without Pay. No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

13.6 Vacation Allowance for Separated Employees. On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

13.7 Vacation Preference. Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in this Agreement. Except as otherwise provided in this

Agreement, a supervisor, or his/her designee, shall respond to requests for vacation within ten (10) working days of submission. Vacation requests shall not be unreasonably denied.

SECTION 14 - SICK LEAVE

14.1 Purpose of Sick Leave. The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

14.2 Credits to and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and Memoranda of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments and may not be rounded.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

14.3 Policies Governing the Use of Paid Sick Leave. As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

"Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, or stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

"Employee" means any person employed by Contra Costa County in an allocated position in the County service.

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

"Condition/Reason". With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.

B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

1. An application for retirement due to disability has been filed with the Retirement Board.

2. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.

3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.

D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical limitations having considered the nature of the work performed by the employee, and it must indicate the date of

the commencement of the disability as well as the date the physician anticipates the disability to terminate.

2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.

3. If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay unless the employee chooses to use vacation or other non-sick leave accruals.

E. Medical and Dental Appointments. An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments for the employee's own care; and

2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority. Additional leave time may be authorized in accordance with Section 17.1 – Leave Without Pay of this MOU.

H. Baby/Child Bonding. To bond with the employee's newborn or placement of a child in an employee's family through adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave.

I. Accumulated paid sick leave credits may not be used in the following situations:

1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.

2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

14.4 Administration of Sick Leave. The proper administration of sick leave is a responsibility of the employee and the department head. Unless otherwise provided in the supplemental sections of this MOU, the following procedures apply:

A. Employee Responsibilities

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include a statement that the absence is due to a medical condition and possible duration of the absence.

2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.

3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.

4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.

2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.

3. Obtaining the employee's written statement regarding the sick leave claim and duration.

4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.

5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

14.5 Disability.

A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.

B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.

D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.

E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:

1. A statement of the leave of absence or suspension proposed.

2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.

3. A statement of the basis upon which the action is being taken.

4. A statement that the employee may review the materials upon which the action is taken.

5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.

F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.

G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.

H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.

I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.

J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:

1. The physical or mental health condition cited by the appointing authority does not exist, or

2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.

K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.

L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.

2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.

3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.

4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's union.

14.6 Workers' Compensation. A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary during any period of

compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be 75%. If Workers' Compensation becomes taxable, the parties shall meet and confer with respect to the salary continuation and funding of the increased cost.

A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits.

C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

D. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

E. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$C = 8 [1 - (W \div S)]$

C = Sick leave or vacation charge per day (in hours)
W = Statutory Workers' Compensation for a month
S = Monthly salary

For Example:
W = $960 per month Workers' Compensation
S = $1667 per month salary
8 = 8 hours
C = Hours to be charged to Sick Leave

C = 8 [1 - ($960 ÷ $1,667)]
C = 8 [1 - (.5758)]
C = 8 (.4242)
C = 3.39

3 hours chargeable to sick leave
5 hours chargeable to Workers' Compensation

F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

14.7 Rehabilitation Program. On May 26, 1981, the Board of Supervisors established a Labor-Management Committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the Labor-Management Committee. The Rehabilitation Committee will meet within sixty (60) days

of ratification of this MOU. The County will schedule committee meetings on a quarterly basis.

14.8 Accrual During Leave Without Pay. No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

SECTION 15 - CATASTROPHIC LEAVE BANK

15.1 Program Design. The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

15.2 Operation. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday,

compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor’s account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

SECTION 16 - STATE DISABILITY INSURANCE (SDI)

16.1 General Provisions. Contra Costa County participates in the State Disability Insurance (SDI) program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County’s SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

Integration means that employees will be required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the

employee's monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of their SDI application in a timely manner in order for the department to make appropriate integration adjustments. State Disability benefit payments will be sent directly to the employees by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

16.2 Procedures. Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department will automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may choose to use any other accruals without reference to the SDI Integration Program.

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

Employees with no sick leave balance at the beginning of their SDI integration period may use any other accruals without reference to the SDI Integration Program. Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize the use of unused sick leave and/or other accruals as appropriate.

16.3 Method of Integration. For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

L = [(S-D) ÷ S] x 8
S = Employee Base Monthly Salary
H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
C = Calendar Days in each Month
D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]
L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees, and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.

16.4 Definition. "Base Monthly Salary" for purposes of the SDI Integration Program is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

SECTION 17 - LEAVE OF ABSENCE

17.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority. Leaves under the Pregnancy Disability Leave Act (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) will be granted in accordance with applicable state and federal law and Section 17.5.

17.2 General Administration - Leaves of Absence (Non-Statutory). Requests for leave without pay shall be made in writing and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

A. Leave without pay may be granted for any of the following reasons that are not otherwise covered by FMLA, CFRA, and PDL:

   1. Employee’s own illness, disability, or serious health condition;

   2. Pregnancy or pregnancy disability;

   3. To bond with the employee’s newborn or with a child who is placed in an employee’s family for adoption or foster care;

   4. Family care for a spouse, child, parent, or domestic partner who has a serious health condition;

   5. To take a course of study such as will increase the employee's usefulness on return to the employee’s position;

   6. For other reasons or circumstances acceptable to the appointing authority.

B. An employee must request a leave of absence at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer of the need for leave as soon as possible and practical.

C. A leave may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

D. Whenever an employee who has been granted a leave of absence desires to return before the expiration of such leave, the employee shall provide notice to the appointing authority in writing at least two (2) days in advance of the proposed return. The Human Resources Department shall be notified promptly of such return.

E. The decision of the appointing authority to deny a leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

17.3 Furlough Days Without Pay (VTO). Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, 14.2 and 14.8 of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

17.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to their position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

17.5 Leaves Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), & Pregnancy Disability Leave Act (PDL). The County will administer these leaves in accordance with the applicable law(s), including acknowledging requests for leaves of absences within five (5) business days of receipt for FMLA and CFRA requests and ten (10) business days for PDL requests.

A. FMLA: Upon request to the appointing authority, any employee who meets the legal eligibility requirements for FMLA shall be entitled to at least twelve (12) weeks of FMLA which will be extended for up to an additional six (6) weeks of leave with the same FMLA protections, for a total of eighteen (18) weeks during a rolling twelve (12) month period, measured backward from the date an employee uses any FMLA leave (less if so requested by the employee), for a qualifying reason in accordance with federal laws. FMLA leave will run concurrently with CFRA and PDL leaves to the extent permitted by law.

B. CFRA: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for CFRA shall be entitled to at least twelve (12) weeks of CFRA leave during a rolling twelve (12) month period, measured backward from the date an employee uses any CFRA leave (less if so requested by the employee), for a qualifying reason in accordance with state law. CFRA leave will run concurrently with FMLA leave to the extent permitted by law, except that CFRA leave will not run concurrently with pregnancy disability leave under the PDL.

C. PDL: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for PDL shall be entitled to up to four (4) months of PDL as provided in state law

17.6 Medical Certification. The employee may be asked to provide medical certification of the need for family care, pregnancy disability leave, or medical leave pursuant to 17.2.A. above, or for FMLA, CFRA and/or PDL. Leave for periods of family care, pregnancy disability, or medical leave that are not covered by the FMLA, CFRA, or PDL, or that exceed the leave allowed under the FMLA, CFRA, and/or PDL may be granted at the discretion of the appointing authority.

17.7 Intermittent Use of Leave. The FMLA/CFRA/PDL entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The leave may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.11 - Leave Without Pay – Use of Accruals below. When paid leave accruals are used for FMLA, CFRA, and/or PDL, such time shall be counted as a part of the leave entitlement.

17.8 Aggregate Use for Spouses. For FMLA only, in the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks in a “rolling” twelve (12) month period,

measured backward from the date the employee uses any FMLA leave. Employees requesting FMLA leave for this purpose are required to advise their appointing authority(ies) when their spouse is also employed by the County.

17.9 Definitions. For medical and family care leaves of absence under Section 17.2.A., the following definitions apply. FMLA, CFRA, and PDL definitions will be as set forth in state and federal laws.

A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.

C. Spouse: A partner in marriage as defined in California Family Code Section 300.

D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

F. Certification for Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide a written medical certification from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition, which need not identify the diagnosis or serious health condition involved, but shall contain:

1. The date, if known, on which the serious health condition commenced.

2. The probable duration of the condition.

3. For family care, an estimate of the frequency and duration of the leave required to render care or supervision for the family member.

4. For an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of their position.

5. If for intermittent leave or a reduced work schedule leave, the certification should indicate the intermittent leave or reduced work schedule needed

for the employee's serious health condition or for the care of the employee's family member, and its expected duration.

17.10 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.11 - Leave Without Pay – Use of Accruals, below. During the period of approved FMLA, CFRA, or PDL leave under Section 17.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.11 - Leave Without Pay – Use of Accruals. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

17.11 Leave Without Pay - Use of Accruals.

A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by SDI/Sick Leave Integration or in the sections below.

B. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

17.12 Leave of Absence Replacement and Reinstatement.

A. **Non-Statutory Leaves:** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Workforce Reduction/Layoff/Reassignment shall apply.

B. **Statutory Leaves:** An employee's right to reinstatement to the same or equivalent position at the end of an FMLA, CFRA, or PDL leave will be provided for in accordance with the applicable law(s).

17.13 Leave of Absence Return. In the Employment & Human Services Department an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started the leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Employment & Human Services

Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

17.14 Salary Review While on Leave of Absence. The salary of an employee who is on a leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

17.15 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

SECTION 18 - JURY DUTY AND WITNESS DUTY

18.1 Jury Duty. For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

C. If summoned for jury duty in a Superior, Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

D. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

   1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.

   2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

18.2 Witness Duty. Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 19 - MEDICAL, DENTAL, & LIFE INSURANCE

19.1 Health Plan Coverages. The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

A. Contra Costa Health Plans (CCHP)
B. Kaiser Permanente Health Plan
C. Health Net
D. Teamsters 856 Trust Fund KP Health Plan (available as of 01/01/2017)
E. Delta Dental

Employee Co-pays for these plans are shown on Attachment B.

Medical Plans:
All employees will have access to the following medical plans for the 2016 Plan Year:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A
3. Health Net HMO Plan A
4. Health Net PPO Plan A

All employees will have access to the following medical plans beginning in the 2017 Plan Year:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Teamsters 856 Trust Fund KP Health Plan
4. Health Net HMO Plan A & Plan B
5. Health Net PPO Plan A & Plan B
6. Kaiser High Deductible Health Plan

Health Net PPO Plan B was eliminated for all employees beginning January 1, 2018.

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

19.2 Monthly Premium Subsidy.

A. For each medical and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

Health & Dental Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$509.92	$1,214.90	$1,214.90
Contra Costa Health Plans (CCHP), Plan B	$528.50	$1,255.79	$1,255.79
Kaiser Permanente Health Plans	$478.91	$1,115.84	$1,115.84
Teamsters 856 Trust Fund KP Health Plan (available as of 01/01/2017)	$478.91	$1,115.84	$1,115.84
Health Net HMO Plans	$627.79	$1,540.02	$1,540.02
Health Net PPO Plans	$604.60	$1,436.25	$1,436.25
Delta Dental with CCHP A or B	$41.17	$93.00	$93.00
Delta Dental with Kaiser or Health Net	$34.02	$76.77	$76.77
Delta Dental without a Health Plan	$43.35	$97.81	$97.81
DeltaCare (PMI) with CCHP A or B	$25.41	$54.91	$54.91

DeltaCare (PMI) with Kaiser or Health Net	$21.31	$46.05	$46.05
DeltaCare (PMI) without a Health Plan	$27.31	$59.03	$59.03

The 2-tier premium structure in effect for the 2016 plan year will continue to apply to eligible retirees until such time as the County implements a 3-tier premium structure for a majority of all eligible County retirees participating in County health plans.

B. If the County contracts with a medical and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that medical and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

D. **Joint Labor/Management Benefit Committee.**

1. The Union will join the Joint Labor/Management Benefit Committee ("Benefit Committee") created in 2016. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly.

2. The Benefits Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 19 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical plans offered by the County. If the Benefit Committee is selecting a replacement medical or dental plan for a plan that is no longer available, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association.

3. The Union is a member of the Benefit Committee, but is not a member of the Healthcare Coalition. Once a new medical plan carrier replacement for Health Net is agreed upon by the County and the Benefit Committee representatives from the nine (9) Healthcare Coalition Union/Association members of the Benefit Committee, the new medical plan will replace Health Net for the Union the following January 1.

4. Each year, County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.

5. County and the Union will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.

6. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

7. During the term of the 2022-2026 MOU, the parties will utilize the existing Joint Labor/Management Benefits Committee as a forum for exploring the options for an employee-funded healthcare trust or savings vehicle for retirement. The County Benefits Manager, Human Resources Director, and relevant benefits consultants will participate in these discussions.

19.3 Retirement Coverage.

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.

2. Life insurance coverage is not included.

3. To continue health and dental coverage, the employee must:

   a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
   c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
   d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Human Resources Department–Employee Benefits Division. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (A) above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection (A), above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.

C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.

D. Subject to the provisions of Section 19.3 subparts (A) (B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.

E. For purposes of this Section 19.3 only, "eligible family members" does not include Survivors of employees or retirees.

19.4 Health Plan Coverages and Provisions. The following provisions are applicable regarding County Health and Dental Plan participation:

A. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

19.5 Family Member Eligibility Criteria. The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

A. Health Insurance

1. Eligible Dependents:

   a. Employee's Legal Spouse
   b. Employee's qualified domestic partner
   c. Employee's child to age 26
   d. Employee's Disabled Child who is over age 26, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified

domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents all dental plans:

a. Employee's Legal Spouse
b. Employee's qualified domestic partner
c. Employee's Disabled Child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. Delta Dental PPO Only:

Employee's unmarried child who is:
(1) Under age 19; or
(2) Age 19, or above, but under age 24; and
i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
ii. Receives at least 50% of support from Employee; and
iii. Is enrolled and attends school on a full-time basis, as defined by the School.

3. Delta Care HMO Only – Employee's Child to age 26.

4. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

19.6 Dual Coverage.

A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.

C. For purposes of this Section 19.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including,

but not limited to, the Contra Costa County Fire Protection District.

19.7 Medical Plan Cost-Sharing with Active Employees on and after July 1, 2019.

A. The two-tier premium structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 19.2.A., above, will continue for the remainder of the 2016 plan year.

B. For the plan year that begins on January 1, 2017: The County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 19.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts for the 2017 plan year plus any additional amounts in accordance with 19.7.C. below:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$530.56	$1,049.81	$1,646.89
Contra Costa Health Plans (CCHP), Plan B	$549.42	$1,068.65	$1,737.03
Kaiser Permanente Health Plan A	$435.38	$803.96	$1,493.79
Kaiser Permanente Health Plan B	$445.04	$881.68	$1,407.40
Teamsters 856 Trust Fund KP Health Plan	$590.00	$1,120.00	$1,561.00
Health Net HMO Plan A	$669.34	$1,131.34	$2,280.09
Health Net HMO Plan B	$662.01	$1,280.20	$2,060.75
Health Net PPO Plan A	$727.94	$1,112.03	$2,755.43
Health Net PPO Plan B	$715.64	$1,144.40	$2,623.86
Kaiser High Deductible Health Plan	$447.04	$916.72	$1,387.40

C. For the plan years that begin on January 1, 2017, January 1, 2018, and January 1, 2019 (with the exception of the Teamsters 856 Trust Fund KP Health Plan beginning January 1, 2019, described below), if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase above the plan premium amounts for medical plans with three tiers that are listed in 19.7.D, below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 19.7.B., above, for medical plans.

D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 19.7.C., above, the following are, unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$657.08	$1,314.15	$1,971.23
Contra Costa Health Plans (CCHP), Plan B	$728.38	$1,456.77	$2,185.15
Kaiser Permanente Health Plan A	$749.80	$1,499.60	$2,249.39
Kaiser Permanente Health Plan B	$585.68	$1,171.36	$1,757.04
Teamsters 856 Trust Fund KP Health Plan (Premiums available as of 01/01/2017)	$655.00	$1,245.00	$1,736.00
Health Net HMO Plan A	$1,208.76	$2,417.52	$3,626.27
Health Net HMO Plan B	$840.55	$1,681.10	$2,521.65
Health Net PPO Plan A	$1,643.40	$3,286.80	$4,930.20
Health Net PPO Plan B	$1,479.47	$2,958.94	$4,438.40
Kaiser High Deductible Health Plan	$470.10	$940.21	$1,410.32

E. For the plan year that begins on January 1, 2019, if there is an increase in the monthly premium for the Teamsters 856 Trust Fund KP Health Plan above the monthly premium in effect on January 1, 2018, the County will pay the increase of the monthly premium for the Teamsters 856 Trust Fund KP Health Plan up to ten percent (10%). If the increase in plan premium is greater than ten percent (10%), the active employee will pay the balance of the increase that is above ten percent (10%). The increased share of the monthly medical plan premium paid by the County is in addition to the amounts paid by the County in 19.7.B. and 19.7.C, above, for medical plans.

F. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible/non-Teamsters-sponsored HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible/non-Teamsters-sponsored HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers, except as described in paragraph F.2., below.

2. For active employees for the plan year that begins on January 1, 2020, and each year thereafter except for the plan years identified in F.6., below, for the Teamsters 856 Trust Fund KP Health Plan, employees will pay at least the share of the total medical plan premium paid by employees in 2019 as follows:

Teamsters Trust Fund KP Health Plan	2019 Employee Share of Monthly Premium Cost
Employee	$65.00
Employee +1 Dependent	$125.00
Employee + 2 or More Dependents	$175.00

3. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible/non-Teamsters-sponsored HMO plan. This annual calculated amount will be applied to all plans and tiers, except as described in paragraphs F.2. and F.5.

4. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible/non-Teamsters-sponsored HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except as described in paragraphs F.2. and F.5.

5. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

Kaiser Permanente Health Plan B	Employee Share of Monthly Premium Cost
Employee	$20.00
Employee +1 Dependent	$40.00
Employee + 2 or More Dependents	$60.00

6. For active employees in the Teamsters 856 Trust Fund KP Health Plan for the plan years that begin on January 1, 2026, January 1, 2027, and January 1, 2028, only. In the event that the employee share of the monthly premium cost for the plan as set forth in F.2. is greater than the employee share of the monthly premium cost for the Kaiser Permanente Health Plan A, then the employee contribution is the lower amount. For example, if the Kaiser Permanente Health Plan A employee-only share is $49.91 per month and the Teamsters Trust Fund KP Health Plan employee-only share is $65 per month, the employee-only contribution for the Teamsters Trust Fund KP Health Plan will be adjusted downwards to $49.91 per month for that plan year.

   If at any time the monthly premium for the Teamsters 856 Trust Fund KP Health Plan increases more than ten percent (10%) over the previous plan year, the employee contribution match to the Kaiser Permanente Health Plan A described in this section will

immediately cease and the active employees will pay the employee share of the monthly premium cost for the Teamsters Trust Fund KP Health Plan as well as the balance of the increase that exceeds ten percent (10%), as described in Section 19.7.E.

7. In the event of a reduction in the premium for the second lowest priced non-deductible/non-Teamsters-sponsored HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

G. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.

H. In June of 2024, once the premium rates for the 2025 Plan Year are known, the Union may request to reopen negotiations on the subject of health care. Unless otherwise agreed by the parties, the topics for the reopener will be limited to the medical and dental plan design, as well as County and employee subsidies.

19.8 Life Insurance Benefit Under Health and Dental Plans. For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars ($10,000) will be provided by the County.

19.9 Supplemental Life Insurance. In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars ($500,000), of which one hundred thousand ($100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

19.10 Health Care Spending Account. After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

19.11 Health Plan Participants: Permanent active employees, including project employees, regularly scheduled to work twenty (20) or more hours per week and who are enrolled in a County provided health plan as of June 1, 2016, will receive a lump sum payment of one thousand dollars ($1,000) on August 10, 2016, or on the tenth day of the month following approval of the MOU, whichever is later. This provision does not

apply to permanent-intermittent, temporary, or per diem employees.

19.12 PERS Long-Term Care. The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

19.13 Dependent Care Assistance Program. The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars ($5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

19.14 Premium Conversion Plan. The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

19.15 Prevailing Section. To the extent that any provision of this Section (Section 19 Medical, Dental, & Life Insurance) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 Medical, Dental, & Life Insurance) will prevail.

19.16 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

19.17 Partial Month. The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Contra Costa County Human Resources Department–Employee Benefits Division. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

19.18 Coverage During Absences.
Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage

subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

19.19 Health Benefit Coverage for Employees Not Otherwise Covered. To access County health plans, an employee represented by the Union who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

19.20 Health Savings Account with High Deductible Health Plan

A. Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account ("HSA") offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.
2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.
3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
5. The County does not manage or administer the HSAs.

B. For the 2020-2022 Plan Years, the County will contribute six hundred and twenty-five dollars ($625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA as of February 1 of the new plan year. The contribution will be made with the February 10 pay for the plan year.

C. For the 2023 Plan Year and each year thereafter, the County will contribute seven hundred and fifty dollars ($750) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay warrant for the plan year.

19.21 Voluntary Vision Plan. The County will offer active employees the option to enroll in a voluntary vision plan during open enrollment. Employees will pay the full premium cost of the plan. The County will contract for a voluntary vision plan with no

co-pays. The vision plan is not available to permanent-intermittent or temporary employees.

SECTION 20 - PROBATIONARY PERIOD

20.1 Duration. All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

20.2 Classes With Probationary Period Over Six / Nine Months. Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

Public Service Officer - one (1) year
Airport Safety Officer I – two (2) years
Airport Safety Officer II – two (2) years
Airport Safety Officer III – two (2) years
Airport Safety Officer IV – two (2) years

20.3 Revised Probationary Period. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

20.4 Criteria. The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

20.5 Rejection During Probation. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

A. Appeal from Rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious or union activities, or race, color, national origin, sex, age, disability, or sexual orientation.

B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.

C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

20.6 Regular Appointment. The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

20.7 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

20.8 Rejection During Probation of Layoff Employee. An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period of subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

SECTION 21 - PROMOTION

21.1 Competitive Exam. Promotion (as defined in the Definitions section) shall be by competitive examination unless otherwise provided in this MOU.

21.2 Promotion Policy. The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

21.3 Open Exam. If an examination for one of the classes represented by the Union is proposed to be announced on an Open only basis the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

21.4 Promotion via Reclassification Without Examination. Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.

B. The incumbent of the position must have performed at the higher level for six (6) months.

C. The incumbent must meet the minimum education and experience requirements for the higher class.

D. The action must have approval of the Director of Human Resources.

E. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

21.5 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

21.6 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy (70) percent or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

21.7 Release Time for Physical Examination. County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at the County's expense.

21.8 Release Time for Examinations. Permanent employees will be granted reasonable time from work without loss of pay to take County examinations or to go to interviews for a County position provided the employees give the Department sufficient notice of the need for time off. "Reasonable" release time shall include time for travel and interviewing/testing.

SECTION 22 - TRANSFER & REASSIGNMENT

22.1 Transfer Conditions. The following conditions are required in order to qualify for transfer:

A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure.

B. The employee shall have permanent status in the merit system and shall be in good standing.

C. The appointing authority or authorities involved in the transaction shall have indicated their agreement in writing.

D. The employee concerned shall have indicated agreement to the change in writing.

E. The Director of Human Resources shall have approved the change. Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

22.2 Transfer Policy. Any employee or appointing authority who desires to initiate a transfer (as defined in the Definitions section) may inform the Human Resources Director in writing of such desire stating the reasons therefore. The Human Resources Director shall, if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

22.3 Voluntary Reassignment (Bidding) Procedure.
Permanent employees may request reassignment to vacant permanent positions in the same classification or in the same level of their deep classification. All permanent vacancies will be offered for bid to presently assigned full-time, part-time and permanent-intermittent employees for reassignment and to per diem and temporary employees in the particular circumstances authorized in this section. Nothing herein precludes the making of temporary reassignments not entailing the filling of vacant permanent positions. The following procedures shall apply:

A. Responsibility. Implementation of the reassignment procedure is the responsibility of the supervisor of the position which is vacant.

B. Vacancy Notices Posted. Vacant position notices for positions which are to be filled shall be posted for seven (7) calendar days. The notice shall specify job characteristics including the specific hours and days of work, noting that the hours and days of work are subject to change as provided for by the MOU, and shall be posted only once. The supervisor may begin interviewing bidders once the posting period for the bid notice closes. If the supervisor receives fewer than three (3) bidders, he or she may fill the position by using the Merit System eligible list or by making internal reassignments. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under Paragraph D., following, and who meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.

C. All Vacancies Must be Posted. All vacant positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for bidding pursuant to this Section 22.3.

D. Who May Request Reassignment. All permanent full-time, permanent part-time or permanent-intermittent employees may request reassignment to any open permanent position in the same classification or in the same level of a deep classification anywhere else in their Department. When permitted by paragraphs

J. and K., below, per diem and temporary employees may also submit a bid for reassignment when a vacancy notice is posted for bidding.

E. Who May Not Request Reassignment. Employees who are in a temporary status may not bid for reassignment under this procedure, except as authorized in paragraph K., below.

F. Employee Selection From Permanent Employee Bidders. If three (3) or more employees bid on the position, the position shall be filled from among the three (3) most senior permanent employee bidders. For the purposes of bidder selection, the "Rule of 3" shall apply. That is, the supervisor is entitled to select from three (3) candidates and the three (3) most senior may be considered as equal. Seniority for permanent employee bidding purposes means the first day the employee works in his/her current classification.

If fewer than three (3) permanent employees bid on the position, the supervisor shall be entitled to additional names, up to a total of three (3) as needed, in the following order: 1) Probationary or New Assignment bidders (paragraph I.), then 2) Per diem employee bidders (paragraph J.), then 3) Temporary employee bidders (paragraph K.), and finally 4) Names from the eligible list. If no employees bid, the supervisor may fill the position from an eligible list or otherwise in accordance with the Personnel Management Regulations.

The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

G. No Old Job Claim. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

H. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in.

I. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for fewer than three (3) months, may bid for a vacant position which is open. The bid will be considered if, when bidding is closed, there are fewer than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any permanent employee bidder names referred to the department through the

certification process described in paragraph F - Employee Selection From Permanent Employee Bidders, above.

J. Per Diem Employee Bidding. Beginning September 1, 2018, per diem employees may bid for a vacant position that is open in the same classification and in the same Department in which they currently are working as a per diem if they are also on an eligible list for the classification that is open for bidding. After bidding closes, the per diem employee bids will be considered if there are fewer than three (3) permanent employee bidders (including probationary and new assignment bidders) for the vacant position in the order described in paragraph F., above. When more than one per diem employee bids on a vacant position, the per diem employees will be considered in order of per diem seniority. For purposes of this Section, per diem seniority is determined by the first day a per diem employee works in their current classification.

If a per diem employee is awarded the bid, the employee will not serve a probationary period if the employee has worked more than 1,560 hours in their per diem status in the same classification as the vacant position. If a per diem employee has not served the requisite 1,560 hours, the employee will serve the regular probationary period for new appointments to the classification.

K. Temporary Employee Bidding. Beginning September 1, 2018, temporary employees may bid for a vacant position that is open in the same classification and in the same Department in which they currently are working as a temporary employee if they are also on an eligible list for the classification that is open for bidding. After bidding closes, the temporary employee bids will be considered if there are fewer than (3) permanent employee bidders (including probationary and new assignment bidders) and there are fewer than three (3) per diem employee bidders for the vacant position in the order described in paragraph F., above. When more than one temporary employee bids on a vacant position, the temporary employees will be considered in order of temporary seniority. For purposes of this Section, temporary seniority is determined by the first day a temporary employee works in their current assignment.

If a temporary employee is awarded the bid, the employee will not serve a probationary period if the employee has worked more than 1,560 hours in their temporary assignment in the same classification as the vacant position. If a temporary employee has not served the requisite 1,560 hours, the employee will serve the regular probationary period for new appointments to the classification.

L. A supervisor may not fill a vacant position from an eligible list or as otherwise set forth in the Personnel Management Regulations until the employee bidding procedures specified in this Section 22.3 have been exhausted.

M. “Department” as used in this Section means the agency in which an employee currently works, e.g., the Health Services Department, Public Works Department, etc.

22.4 Involuntary Reassignment Procedure. Except in the case of layoffs where Section 22.5 – Reassignment Due to Layoff or Displacement governs, department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply.

This policy shall not apply to temporary reassignments of less than eight (8) weeks duration to cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected Department shall either use the below listed procedure or will meet and confer with the Union on a case by case basis regarding an alternative approach:

A. Management will identify the classifications and positions from which reassignments are necessary.

B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.

C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.

D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment.

   Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Union from making a mutually agreed upon alternative arrangement.

   In no event shall reassignments be utilized for disciplinary purposes.

22.5 Reassignment Due to Layoff or Displacement. When reassignment of an employee or employees is necessary due to layoff or displacement, the following procedures shall be followed:

A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.

B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.

C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.

D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned.

Seniority for reassignment purposes shall be defined as (in Section II, Layoff) seniority within classification. If reduction or reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Union from making a mutually agreed upon alternative arrangement.

SECTION 23 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

23.1 Resignation in Good Standing. A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

23.2 Constructive Resignation. A constructive resignation occurs and is effective when:

A. An employee has been absent from duty for five (5) consecutive working days without leave; and

B. Five (5) more consecutive work days have elapsed since the County mailed a notice of resignation by the appointing authority to the employee at the employee's last known address.

C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter,

within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

23.3 Effective Resignation. A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 23.1 - Resignation in Good Standing, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

23.4 Revocation. A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

23.5 Coerced Resignations.

A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.

B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.

C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 25 of the MOU beginning with Step 3.

C. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

24.1 Sufficient Cause for Action. The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions

and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

A. Absence without leave.

B. Conviction of any criminal act involving moral turpitude.

C. Conduct tending to bring the merit system into disrepute.

D. Disorderly or immoral conduct.

E. Incompetence or inefficiency.

F. Insubordination.

G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.

H. Neglect of duty (i.e. non-performance of assigned responsibilities).

I. Negligent or willful damage to public property or waste of public supplies or equipment.

J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.

K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.

L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.

M. Misappropriation of County funds or property.

N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.

O. Dishonesty or theft.

P. Excessive or unexcused absenteeism and/or tardiness.

Q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

24.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

A. A statement of the action proposed to be taken.

B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.

C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.

D. A statement that the employee may review and request copies of materials upon which the proposed action is based.

E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

24.3 Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

24.4 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

24.5 Length of Suspension. Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

24.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.

A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.

C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 of this MOU.

24.7 Employee Representation Rights. The County recognizes an employee's right to representation during an investigatory interview or meeting which may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take all reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

24.8 Timely Progressive Discipline. The parties agree that timely progressive discipline promotes changes in behavior. The County agrees to notify the employee of any incident giving rise to a disciplinary action as soon after the incident as is reasonably possible.

SECTION 25 - GRIEVANCE PROCEDURE

25.1 Definition and Procedure. A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to

the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance. Discipline appeals utilizing the grievance procedure must be filed within the timeframe set forth in Section 24.6 – Procedure on Dismissal, Suspension, or Demotion. Grievances will be processed in the following manner:

Step 1. Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Employee Relations Officer. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the union may appeal in writing within ten (10) work days to the Employee Relations Officer. The Employee Relations Officer or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Employee Relations Officer or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Employee Relations Officer or designee will attempt to resolve the grievance. In the event that the grievance is not settled, the Employee Relations Officer or designee will provide written notice of that fact to the grievant, the Union, and the Department within twenty (20) work days of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

Step 4 Mediation. Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 - Expedited Board of Adjustment, at the request of the Union. No grievance may be processed under this section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at

Step 3, the union may appeal the grievance and request mediation in writing to the Employee Relations Officer or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5 Arbitration. If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Employee Relations Officer. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

25.2 Step 5. Expedited Board of Adjustment. If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Employee Relations Officer within ten (10) work days of the date of the Step 3 written response by the Employee Relations Officer or his/her designee. By agreement of the Union and the Employee Relations Officer or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

Expedited Board of Adjustment (EBA)

A. The EBA will be composed of two (2) union representatives from Teamsters, Local 856, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Union and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed will serve a six (6) month term so that Board member terms are staggered.

B. The County and the Union (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this

process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.

C. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.

D. The Union and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

Procedures

A. The EBA will convene on the fourth (4th) Wednesday of each month unless otherwise scheduled by mutual agreement.
B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
D. All grievances that are received by the Employee Relations Officer at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County, waive this provision.
E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Labor Relations staff.
G. Meetings will be convened at a central location agreed to by the Union and the County.
H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

25.3 Scope of Arbitration Decisions, and Expedited Board of Adjustment.

A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.

B. No Arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.

C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Arbitrator or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

D. If the Employee Relations Officer, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

25.4 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

25.5 Union Notification. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

25.6 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee Relations Officer. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation not detailed in the MOU shall be deemed withdrawn until the M O U is next opened for such discussion. No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

25.7 Strike/Work Stoppage. During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

25.8 Merit Board.

A. All Grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

B. No action under Steps 3, 4 and 5 of Subsection 25.1 - Definition and Procedure and Step 5 of Subsection 25.2 - Step 5 - Expedited Board of Adjustment above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

25.9 Filing by Union. The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

SECTION 26 - BILINGUAL PAY

A salary differential of two hundred dollars ($200.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made.

SECTION 27 – RETIREMENT CONTRIBUTION

27.1 Contribution. Effective on January 1, 2012 employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

27.2 Retirement Benefit - Non-Safety Employees who become New Members of CCCERA on or after January 1, 2013.

A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.

B. For employees hired by the County after June 30, 2014, who, under PEPRA,

become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to non-safety employees who, under PEPRA, become New Members of CCCERA. The Union will support the legislation.

27.3 Safety Employees Retirement.

A. Tier A Safety Retirement Benefit – Employees who become CCCERA members on or before December 31, 2012:

1. Retirement Benefit. For County employees covered by this Agreement who become members of Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, who are designated by CCCERA as Safety Members, the retirement formula "3 percent at 50" applies. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be calculated based on a twelve (12) month salary average. This retirement benefit is known as "Tier A."

2. Subsection A, subpart (1) above, applies to employees who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA.

B. **Safety Retirement Benefit – Employees who become New Members of CCCERA on or after January 1, 2013.**

1. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.

2. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become New Members of CCCERA. For these employees, hired by the County after June 30, 2014, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and the cost of living adjustment will be banked.

SECTION 28 - TRAINING REIMBURSEMENT

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to seven hundred fifty dollars ($750) per year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

SECTION 29 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES

For each two-year period starting January 1, 2016, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes, and the purchase of toe guards, replacement footbeds, or soles, up to a maximum of two hundred and seventy-five dollars ($275). There is no limitation on the number of shoes, toe guards, or soles, or number of repairs allowed.

The County will provide those employees currently eligible for safety shoe allowance with two (2) methods for purchasing safety shoes:

A. Reimbursement for the purchase and repair of safety shoes up to the maximum amount stated above for each two (2) year period.

B. Voucher obtained from the eligible employees' Department for an identified vendor for the purchase of safety shoes up to the maximum amount stated above for each two (2) year period.

C. The County agrees to provide a second vendor for the purchase of safety shoes. The County will endeavor to secure Red Wings as the second vendor and to identify two locations where the shoes may be obtained by voucher.

The eligible employee will inform his/her Department's accounting section of the desired method for purchasing safety shoes at the beginning of each calendar year.

When an employee is assigned a job task that requires additional or different safety shoes, the purchase will be approved by their supervisor and the shoes will be provided or reimbursed through their department purchasing/accounting processes. The use of the safety shoe allowance will not limit the provision of additional required and approved safety shoes.

The County will reimburse eligible employees for prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County.

The maximum safety eyewear reimbursable limits for lenses will not exceed a total of fifty dollars ($50) and the maximum reimbursement for frames will not exceed a total of sixty dollars ($60).

Additionally, the County will modify the current contract with Vendor to allow employees to upgrade to Featherwate Lens Types (High Impact). Any additional cost for current contract upgrades or Featherwate lens types (High Impact) upgrades that exceeds the County allowance as noted above will be borne by the employee.

Eligible employee is defined as an employee requiring safety shoes and/or prescription safety eyeglasses to protect them from job task and/or environment hazards that cannot be controlled through engineering or administrative processes. When this is the case, personal protective equipment (PPE) is required and provided to the employee by the County, per Safety Orders and Administrative Bulletin 513.

SECTION 30 - PERFORMANCE EVALUATION PROCEDURE

The following procedures shall apply in those departments which already have a formal written performance evaluation system. Nothing herein shall be construed to require the establishment of such a system where it does not currently exist.

A. Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance.

The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.

B. Frequency of Evaluation.

1. Probationary employees shall be evaluated at least once during their probationary period.

2. Permanent employees may be evaluated every year.

C. Procedure.

1. An employee shall generally be evaluated by the first level management supervisor above the employee.

2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.

3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.

4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.

5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.

6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.

7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.

8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)

9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.

10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment.

Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Employee Relations Officer or his/her designee upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

SECTION 31 - MILEAGE

31.1 Reimbursement for Use of Personal Vehicle. Procedures and definitions relative to mileage reimbursement will be in accordance with the Administrative Bulletin on Expense Reimbursement.

31.2 Charge For Use of Home Garaged County Vehicle. Employees hired after July 1, 1994 who are assigned vehicles to garage at home will be charged the IRS mileage rate for all commute miles driven outside the limits of Contra Costa County that exceed thirty (30) miles round-trip in any one day.

31.3 Commuter Benefit Program. Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

SECTION 32 - PAY WARRANT ERRORS

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 33 - FLEXIBLE STAFFING

Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he or she may then be promoted to the next higher classification within the job series without need of a classification study. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

SECTION 34 - PERSONNEL FILES

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their working hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The custodian of records will certify that the copy is a true and correct copy of the original file.

The County shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's official personnel file. This section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

Counseling memos, which are not disciplinary in nature, are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in the employee's official personnel file within five (5) work days from the time management becomes aware of the incident and has completed its investigation as to whether the employee is culpable,

and shall be date stamped or dated at time of entry. This section is not intended to include supervisor's notes or reminders of specific incidents or ongoing reports such as attendance records. Generally, such investigations should be completed within thirty (30) calendar days of the date management becomes aware of the incident(s), it being understood that under certain circumstances such as the unavailability of witnesses or the possibility of a criminal act having been committed, may cause the investigation to take longer than the aforementioned thirty (30) days.

Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance, which are to be placed in the employee's personnel file, shall be given to an employee, who shall have the right to respond in writing to said documents.

Letters of reprimand are subject to the grievance procedure, but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work days from notice of selection to investigate and render opinions to the Employee Relations Officer or his/her designee.

Copies of letters of commendation, which are to be placed in the employee's personnel file, will be given to the employee. Employees have the right to review their official personnel files, which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Union with lists of official personnel files and locations. Derogatory material in an employee's personnel file over two years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

SECTION 35 - SERVICE AWARDS

Procedures and definitions relative to Service Awards shall be in accordance with Administrative Bulletin No. 410 - Service Recognitions and Awards.

SECTION 36 - REIMBURSEMENT FOR MEAL EXPENSES

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.

B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.

C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.

D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.

E. When the employee is required to work three (3) or more hours of overtime or scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

SECTION 37- DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by Teamsters, Local 856 is one dollar ($1.00) per meal. Employees assigned to a detention facility are not, however, required to purchase a meal.

SECTION 38 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

Claims for reimbursement must be processed in accordance with the Administrative Bulletin Number 518 - Compensation for Loss or Damage to Personal Property.

SECTION 39 - UNFAIR LABOR PRACTICE

Either the County or the Union may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 40 - HARASSMENT

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature;

arbitrary or capricious changes of assignments, or display of a hostile attitude toward an employee by a supervisor which is not justified or necessary in the proper supervision of the work of the employee.

SECTION 41 - LENGTH OF SERVICE DEFINITION (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his department.

SECTION 42 - PERMANENT PART-TIME EMPLOYEE BENEFITS

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full-time. If the employee works at least fifty percent (50%) of full-time, County retirement participation is also included.

SECTION 43 - PERMANENT-INTERMITTENT AND PROJECT EMPLOYEES

43.1 Permanent-Intermittent Employee Special Pays & Benefits.

A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment D. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment D, then the special pay or benefit does not apply to permanent-intermittent employees.

43.2 Project Employees. Teamsters, Local 856 and the County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in project classes which except for the project designation would be represented by Teamsters, Local 856. For example, Community Health Worker I is represented by Teamsters, Local 856, therefore, it has been agreed that Community Health Worker I - Project will also be represented by Teamsters, Local 856.

Other Project classes that are not readily identifiable as properly included in bargaining units represented by Teamsters, Local 856 shall be assigned to bargaining units in accordance with the provisions of Board of Supervisors Resolution 81/1165.

The Union and the County understand that the meet and confer process with respect to the conditions of employment for project classifications is unique and therefore differs from other regular classes represented by Teamsters, Local 856 in the following respects:

1. Project employees are not covered by the Merit System;

2. Project employees may be separated from service at any time without regard to the provisions of this Memorandum of Understanding, without right of appeal or hearing or recourse to the grievance procedure specified herein; and

3. Any provisions of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

SECTION 44 - HAZARD PAY

Hazard pay is calculated at five percent (5%) of the hourly equivalent of the employee's base rate of pay for each hour that qualifies for hazard pay. Permanent full-time and part-time, permanent intermittent, and temporary employees in the Attendant-LVN-Aide Unit, General Services and Maintenance Unit, and Health Services Unit will be paid hazard pay for those hours worked in the following organizational units:

Org.#	Org. Name
0451	Conservatorship
2490	Inmate Library Services
2575	Detention Transportation
2577	County Parole Program
2578	Martinez Detention
2580	West County Detention
2585	Marsh Creek Detention
2588	AB109 Program
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County
5951	Youth Mental Health
5974	West County Adult Mental Health
6313	Psychiatric Unit
6381	Psychiatric Emergency
6383	Emergency
6553	Hospital Admission Martinez
6570	Outpatient Registration

Employees eligible to receive a Detention Facility Assignment Pay in Section 54 - Unit Items of this M.O.U. are not eligible to receive hazard pay under this Section. Per diem employees in the Health Services Unit will also be paid hazard pay in accordance with the requirements of this Section.

SECTION 45 - LUNCH PERIOD

Employees who are in a pay status during their lunch are on call during their lunch period. Employees who are not in a pay status during their lunch are on their own time during their lunch period.

SECTION 46 - REST BREAKS

Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.

SECTION 47 - HEALTH EXAMINATION

Employees of the County who work in a Health Services Department facility may annually be required to take a Tuberculosis Skin Test. In the event that an employee had a positive reaction to a Tuberculosis Skin Test, said employee will be requested to show proof of having had two (2) negative chest x-rays at least one year apart.

SECTION 48 – POSITION HOURS ADJUSTMENT

Permanent-Intermittent and Permanent Part-time employees in classes represented by Teamsters, Local 856 who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU.

Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis.

Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days.

Nothing contained herein shall conflict with layoff/reemployment provisions.

SECTION 49 - TEMPORARY EMPLOYEES

49.1 Recognition. Teamsters, Local 856 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the Memorandum of Understanding between Contra Costa County and Teamsters, 856.

49.2 Emergency and Temporary Appointments. Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this Memorandum of Understanding.

49.3 Salary Increments Within Range.

A. Increment Eligibility and Salary Review. All temporary employees shall begin accumulating a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolutions, in the salary range for this classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.

B. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.

C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the monthly following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.

D. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Director of Human Resources may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

Temporary employees hired at step 1 of the salary range for their classification will be eligible for a salary review as described in 49.3.A above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described in 49.3.B above.

E. No provision of this section shall be construed to make the granting of salary increments mandatory in the County.

49.4 Paid Time Off.

A. Temporary employees shall begin accumulating a record of straight time hours worked.

B. Following ninety (90) days of employment, employees will be credited with forty (40) hours of "paid time off". Forty (40) hours paid time off credit is the maximum amount an employee may have at any time. Thereafter, at the beginning of each calendar year (January 1), employees will be credited with forty hours of PTO to be used over the next twelve (12) months.

C. Use. Paid time off (PTO) shall not be taken until "credited" (paragraph 49.4.B above) after the 90th day of employment. PTO shall be taken by an employee only with the approval of his/her supervisor.

D. Paid off at Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently "credited" PTO hours (paragraph 49.4.B above) and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.

49.5 Grievance Procedure. Temporary employees covered by this Memorandum of Understanding may grieve only alleged violations of the specific terms and conditions specified in this section.

49.6 Work Hours.

A. Temporary Employees. Temporary employees hired may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.

Temporary employees hired in the classifications listed below, may work a maximum of 2080 hours within the Probation Department. Thereafter, that temporary may not work in the Probation Department for one year as a temporary.

IKWA	Cook
GK7A	Custodian
1KVD	Institutional Services Worker

Nothing in this section shall preclude a department from terminating a temporary prior to the temporary reaching the maximum hours allowable.

This Subsection A shall be inapplicable to the following classifications:

Occupational Therapists - Per Diem
Physical Therapists - Per Diem

Temporary appointments to fill vacancies resulting from leaves of absence i.e., maternity leaves, medical leaves, Workers' Compensation), temporary assignments for pre-specified periods and short-term, specified seasonal work, are excluded.

Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

B. The County may employ temporary employees in excess of 1600 hours for the following reasons:

1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.

2. While a department is actively recruiting to fill a position.

3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).

4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.

5. For short term seasonal work needed by a department**,** not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee, except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4 and the period of the seasonal assignment under Subsection 5.

C. Health Services Personnel will notify temporary employees of any vacancies and/or exam testing within the Department.

D. Student Intern: The County may employ a person as a Student Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Interns may not be used in lieu of hiring regular County employees.

E. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of

supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."

F. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours**.** It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B above or the reason the temporary agency employee was hired as set forth in paragraph E*.*

G. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

H. The County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments.

I. Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment E. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment E, then it does not apply to temporary employees.

SECTION 50 - ADOPTION

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 51 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

51.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

51.2 Separability of Provisions. Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

51.3 Personnel Management Regulations. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

51.4 Duration of Agreement. This Agreement will continue in full force and effect from August 1, 2026, to and including July 31, 2028. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

SECTION 52 - FAIR LABOR STANDARDS ACT PROVISIONS

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

SECTION 53 – SAFETY IN THE WORKPLACE

Departments will continue to ensure a designated Safety Coordinator is selected to serve as the liaison between Risk Management and the department to address any safety issues.

The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

SECTION 54 - UNIT ITEMS

Specific working conditions for the Attendant LVN-Aide, General Services & Maintenance, and Health Services units represented by the Union are listed in Sections 54.1 through 54.3.

54.1 Attendant-LVN-Aide Unit.

A. Each permanent employee working in the Hospital Nursing Service and who qualifies for paid holidays shall not be required to work on at least one (1) of the following holidays each year: Thanksgiving, Christmas, or New Year's Day.

B. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:00 a.m. and 6:00 p.m.

C. Shift Differential.

1. Permanent Full-time and Permanent Part-time Employees.
   a. Permanent full-time and part-time employees in the Hospital Nursing Service**,** including Sterile Processing, will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

      In order to receive the twelve percent (12%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight on the day that the shift is schedule to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

b. Permanent full-time and part-time employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the fifteen percent (15%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

2. Permanent Intermittent and Temporary Employees.

a. Permanent Intermittent and temporary employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the twelve percent (12%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

b. Permanent Intermittent and temporary employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the fifteen percent (15%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

D. Stat Call. A ten percent (10%) base pay salary differential shall be paid for those shifts on which employees in this and/or other Teamsters, Local 856 bargaining

units are specifically assigned by the administration to respond to emergency stat- calls if said employees do not qualify for other hazard assignment differential. A ten percent (10%) base pay salary differential shall be paid for those shifts in which employees are specifically assigned to respond to emergency stat-calls if said employees qualify for other hazard assignment differential, said ten percent (10%) to be in addition to the hazard pay differential.

It is further understood that acceptance of the assignment to stat-calls for those employees hired prior to April 1, 1979 shall be voluntary, provided, however, if insufficient employees volunteer for the stat-calls assignment or additional employees are required on a particular shift, nursing administration shall select employees under their supervision judged to be qualified to handle such assignments because of prior experience and training. All Hospital Attendants, Psychiatric Technicians and Licensed Vocational Nurses hired on April 1, 1979 or thereafter will be advised that they may be required to handle stat-calls and if required will receive training for such assignments. It is the intention of administration to assign employees to stat-calls on a continuing volunteer basis. Employees may request that they be removed from the stat-calls assignment by submitting a request in writing stating the reasons for such request. The administration may remove employees from the stat-calls assignment where it is demonstrated they are no longer capable of handling such assignments.

Effective October 1, 1994 the STAT Team shall be composed of volunteers. This shall be a six (6) month trial program subject to joint labor/management review at the end of six (6) months.

E. Professional Standards Committee. The County recognizes the continuation of an advisory Professional Standards Committee comprised of Licensed Vocational Nurses, Psychiatric Technicians and Hospital Attendants employed in the Health Services Department. Such a committee shall develop and communicate recommendations only to the Director of Hospital Nursing or Director of Ambulatory Care Nursing and Hospital Administration. The Professional Standards Committee shall schedule one (1) regular meeting at a mutually agreeable time and place during the day shift working hours and the Health Services Department agrees to release a total of six (6) employees; three (3) Licensed Vocational Nurses, one (1) Surgical Technician and one (1) Psychiatric Technician and one (1) Hospital Attendant for a period not to exceed two (2) hours excluding travel time for any one member to attend such meeting. Such Committee members and their alternates shall be selected by Teamsters, Local 856. Numerical membership on the Professional Standards Committee shall be such so as to preclude disruption of work activities of any particular work area and shall include at least one (1) representative from the outpatient clinics. Upon two (2) weeks notice, the Committee may request, with approval of the Director of Hospital Nursing or Director of Ambulatory Care Nursing as appropriate, that other personnel attend the monthly meetings, provided that such personnel are furnished with the reasons they have been invited and a written agenda for the meeting they have been asked to attend.

The Health Services Department agrees to meet with the LVN-Professional Standards Committee within sixty (60) days following the ratification of this MOU to discuss such issues as scope of practice, team nursing and the float policy.

F. Detention Facility Assignment Pay. Effective July 1, 2019, the Detention Facility Assignment Pay is calculated at ten percent (10%) of the employee's base rate of pay. Permanent full-time and part-time, and permanent intermittent employees in the Attendant-LVN-Aide Unit will be paid the detention facility assignment pay if the employee's position is assigned to one of the following facilities:

Org.#	Facility Name
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

G. Weekend Differential. Effective July 1, 2019, employees in the Attendant/LVN/Aide Unit shall receive a weekend shift bonus of sixty dollars ($60.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in their normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

H. Hospital Schedules. The Health Services Department shall continue to schedule Licensed Vocational Nurses, Psychiatric Technicians and Certified Nursing Assistants with every other weekend off. Bid notices for these positions shall include a statement that employees have every other weekend off and that schedules are periodically changed and posted in advance of any such change

I. Permanent-Intermittent Differential. Permanent-intermittent Licensed Vocational Nurses and Psychiatric Technicians shall be paid a differential of seven and one-half (7-1/2) percent of their base pay.

J. Perioperative On-Call and Call Back Time.

1. On-Call Duty.

a. Permanent full-time and part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB) assigned to On-Call Duty for the Perioperative Unit, consisting of the Operating Room (OR), Post Anesthesia Recovery (PACU) and the Gastrointestinal Unit (GI) will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. When assigned to On-Call Duty for GI (including pre-operative GI care in the PACU), employees in the classification of Licensed Vocational Nurse will be paid one (1) hour of straight time pay for each two (2) hours, the On-Call Duty. If an employee's on-call duty hours are not in increments of two (2) hours, the On-Call Duty hours will be pro-rated. For example, if the employee is assigned to On-Call Duty for six (6) hours, then the employee would receive three (3) hours of straight time pay for the six (6) hours of designated On-Call Duty (6 hours ÷ 2 hours = 3 hours).

b. An employee is considered assigned to On-Call Duty if all of the following criteria are met:

i. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called.

ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

iii. The Department Head designates and approves those permanent full-time and part-time employees who will be assigned to On-Call Duty.

c. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work.

2. Call Back Time. Permanent full-time or part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), Lead Sterile Processing and Distribution Technician (1ETB), and Licensed Vocational Nurse (VT7G) assigned to On-Call Duty for the Perioperative Unit will be paid Call Back Time Pay as set forth in Section 8 of this MOU, except that employees called back to work will be paid a minimum of three (3) hours for each Call Back Time event.

3. On-Call Assignments.

a. GI Unit: The County will offer on-call assignments to Licensed Vocational Nurses (VT7G) in the Gastrointestinal Unit (GI), including pre-operative GI care in the PACU, on the basis of

seniority.

i. Starting with the LVN with the most unit seniority, each LVN will select his/her preferred two (2) shifts on the first rotation, two (2) shifts on the second rotation, one (1) shift on the third rotation, and one (1) shift on each rotation thereafter, until all shifts are covered.

ii. During each rotation, each LVN may select only one weekend shift at a time.

iii. Unless authorized by their supervisor, no LVN may be scheduled to work two consecutive on-call shifts (e.g., no 16 hours of on-call shifts during weekends and/or holidays).

iv. When a LVN needs to cancel a previously scheduled on-call shift, they must contact their supervisor at least seventy-two (72) hours in advance. Their supervisor will make every effort to find the LVN another on-call shift to replace for the cancelled on-call shift, but a replacement on-call shift is not guaranteed. The replacement shift will be scheduled by seniority.

v. For unplanned absences between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on weekends and holidays, the LVN must call the staffing services office at least two hours prior to the start of the on-call shift.

vi. The LVN is only responsible for his/her on-call assignment. They are not responsible for finding replacements for the uncovered shifts.

vii. Staff will sign up for their rotation shifts by the due date assigned.

b. OR and PACU: The County will offer on-call assignments to Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB) in the Operating Room (OR) and Post Anesthesia Recovery (PACU) on the basis of seniority.

i. Starting with the staff with the most unit seniority, each employee will select his/her preferred two (2) shifts on the first rotation, two (2) shifts on the second rotation, one (1) shift on the third rotation, and one (1) shift on each rotation thereafter, until all shifts are covered.

ii. During each rotation, each employee may select only one weekend shift at a time.

iii. Unless authorized by their supervisor, no employee may be scheduled to work two consecutive on-call shifts (e.g., no 16 hours of on-call shifts during weekends and/or holidays).

iv. When an employee needs to cancel a previously scheduled on-call shift, they must contact their supervisor at least seventy-two (72) hours in advance. Their supervisor will make every effort to find the employee another on-call shift to replace for the cancelled on-call shift, but a replacement

on-call shift is not guaranteed. The replacement shift will be scheduled by seniority.

v. For unplanned absences between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on weekends and holidays, the employee must call the staffing services office at least two hours prior to the start of the on-call shift.

vi. The employee is only responsible for his/her on-call assignment. They are not responsible for finding replacements for the uncovered shifts.

vii. Staff will sign up for their rotation shifts by the due date assigned.

K. Contiguous Shifts. At the County's request, if an employee in this unit works on all or parts of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees' regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half (½) the employees base salary rate in addition to the employees' base salary rate for the hours worked in excess of eight (8) hours. Employees in this unit working at the CCCRMC who, at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the hospital cafeteria at no cost to the employee.

Employees in the Hospital Nursing Service and in the classifications of Sterile Processing and Distribution Techs (1ETB, 1EWA, and 1EWB), who work a double shift shall receive twenty-five dollars ($25.00) in addition to all other compensation for each double shift worked. Employees who work from the beginning of their regularly scheduled shift to the conclusion of the next scheduled shift will be considered to have worked a double shift. If the second shift is not completed, the premium will be prorated. If the total hours worked, excluding lunch breaks, exceed sixteen (16) hours, additional prorated premium will be paid.

L. Continuing Education. Each regular full-time Licensed Vocational Nurse and Psychiatric Technician with one or more years of County service shall be entitled to forty (40) hours leave with pay each year to attend accredited continuing education courses, institutions, workshops, or classes. Full-time Surgical Technicians will be entitled to fourteen (14) hours per year for the same purpose. Written requests for such leave must be submitted in advance and may be approved by the appropriate supervisor only in the event such leave does not interfere with staffing. The leave is accumulated from year-to-year if; 1) it is applied for and denied, 2) it is applied for this year for a course next year, and 3) if it is applied for to anticipate taking a specific course of more than forty (40) hours duration. The maximum leave available in any fiscal year may not exceed twice what may be accrued in any one fiscal year. The leave hereinabove defined shall not apply to those courses or programs the nurse is required by the County to attend.

A Licensed Vocational Nurse or Psychiatric Technician assigned to the night shift who attends a continuing education course of eight (8) hours duration outside

his/her scheduled work time, may receive educational leave pay for the actual course time and may be excused from the night shift immediately preceding or following the course attended.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course, will be granted CE time off for the number of hours equivalent of the CE units earned. Only Board of Registered Nurses Accredited Courses will be approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

Each full-time Registered Dental Assistant with one or more years of County service shall be entitled to four (4) days of paid continuing education leave every two (2) years.

Permanent part-time employees shall receive prorated CE leave in the same ratio of their position hours to full-time.

Each full-time Certified Nursing Assistant with one or more years of County service shall be entitled to forty-eight (48) hours of paid continuing education leave every two (2) years.

M. Charge Pay. A fully certified Licensed Vocational Nurse (VT7G, VT7L, and VT71), or Psychiatric Technician who, at the County's' request, is placed in charge of a ward for an eight (8) hour shift shall receive an additional five dollars ($5.00) per shift.

N. Hospital Call-In Procedures. The following procedures shall apply to employees in the classes of Licensed Vocational Nurse (VT7G, VT7L, VT71), Psychiatric Technician and Hospital Attendant employed at CCCRMC who become ill prior to a scheduled work shift and supersedes Section 14.4 of this MOU.

1. Employees in the Hospital Nursing Service are required to notify the Nursing Office at least two (2) hours prior to the commencement of the evening or night shift or one (1) hour prior to the day shift if they are calling in sick or requesting unplanned time off. Employees in the Ambulatory Care Nursing Service are required to call in at least one (1) hour prior to their scheduled shift and leave a message in voice mail. Notification shall include the reasons and possible duration of the absence.

2. Employees in the Hospital Nursing Service returning from sick leave or emergency leave of any kind must give two (2) hours prior notice unless it was clearly understood at the outset of the leave when the employee planned to return. In the Ambulatory Care Nursing Service, to the extent possible, employees should notify the Charge Nurse by 4:00 p.m. of the day preceding their anticipated return.

3. Employees in the Hospital Nursing Service calling in sick, asking for emergency time off or calling in to say they will be late, must call the Nursing Office directly and not their unit area to advise of their intentions.

4. Employees who do not give the required notice of their intent not to come to work as scheduled shall be coded as absent without pay for payroll purposes unless they provide a reason which is satisfactory to Nursing Administration. Infrequent absences with justification shall normally later be charged to sick leave.

   Hospital Nursing Service or Ambulatory Care Nursing Service employees who are called in to work a shift for which they are not scheduled after that shift has begun shall receive payment for actual time worked plus one (1) hour and shall be paid a minimum of two (2) hours pay.

O. Appointment Salary. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents. The County shall advise the Union of any appointments made at a salary level higher than that of an incumbent with equal qualifications.

P. Low Census. Unanticipated declines in hospital patient census may result in the need to temporarily reduce staffing hours for periods of time not requiring formal layoff procedures. When this occurs, the Hospital Nursing Service shall use a variety of procedures to call off and reassign staff. Those procedures will generally emphasize the call off of volunteers first, and the retention of permanent employees.

Employees may voluntarily request accrued time off by calling the Staffing Office and asking to be placed on a standing Absent Day list to be used for voluntary call offs in future low census days.

The Staffing Office will seek voluntary call offs on a shift-to-shift basis.

Employees will be floated to available assignments in other units for which they are oriented or otherwise qualified.

If necessary, as assessed on a daily basis, employees will be required to take Involuntary Call Off days on an equitable rotation. Order of Involuntary Call Off will normally be Registry, Per Diem, Temporary, Permanent-intermittent, Permanent Part Time and Permanent Full-time. The maximum number of Involuntary Call Off days per permanent employee will not exceed one shift per month or three (3) shifts per year. Permanent employees will be offered the option of using vacation or holiday accruals if the employee has the accruals available. Otherwise, the employee will be placed on AWOP.

LT, Overtime, Per Diem, or Registry Nurses will not be assigned to work on units for which an employee who is on Involuntary Call Off day is qualified to work. Involuntary Call Offs will be reasonably distributed among the various nursing

classifications consistent with the staffing patterns for patient census and acuity needs.

Employees will be notified a minimum of two hours in advance of each shift for which an Involuntary Call Off day is assigned. In the event such notice is not given, the affected employee will receive a minimum of two (2) hours work at the employee's regular rate. Should the hospital make such a documented attempt to notify the employee of a cancellation of shift, but be unsuccessful in doing so, this pay provision will not apply. It is the responsibility of the employee to maintain a current telephone number with the Staffing Office. Failure to do so relieves the Hospital of the notification and pay obligations.

The same procedures will be used in the event of reduced patient visits in the Ambulatory Care Nursing Service. They will be applicable at all Clinics and Health Centers.

These procedures will apply in the hospital when the patient census falls below 120. This provision shall remain in effect for the duration of this MOU.

Q. Sterile Processing. For employees in Sterile Processing, the County will provide pant suits as an option and shall also provide poncho type rain apparel as needed in rainy weather.

Employees in Sterile Processing are scheduled on the basis of an eight and one-half hour day and are on their own time during the lunch period. If operational reasons preclude an employee from leaving the work area during the lunch period, such time shall be considered worked and will be paid at the overtime rate.

R. Public Service Officers. At the Service Integration Program Family Service Centers, the Public Service Officers shall be allowed a one-half (½) hour paid lunch to remain on-site throughout the 8:30 a.m. - 5:00 p.m. service hours.

The Health Services Department will provide an identification card for Public Service Officers recognizing they perform their duties under the guidelines set forth in section 836.5 of the California Penal Code and Section 1250 of the Health and Safety Code.

The Health Services Department will provide a bullet proof vest for each Public Service Officer (PSO) to be worn at all times while on duty. The PSO will return the vest to the Health Services Department when the PSO is no longer employed as a PSO.

54.2 General Services and Maintenance Unit.

A. General. All existing departments safety awards shall continue for the duration of this MOU.

B. Field Personnel.

1. The County will provide coveralls or overalls to each employee assigned to the paint crew and bridge crew in the Public Works Maintenance Division of the Public Works Department and will launder such clothing on a regular basis. The employees will be required to select either coveralls or overalls; this choice shall be considered a permanent selection. Coveralls shall be provided for the employee assigned to and operating the Gradall.

2. The Safety Committee of the Public Works Department, as previously referenced in a Departmental MOU, shall continue for the duration of this agreement.

3. The Public Works Department agrees to offer Defensive Driver Training to employees on road maintenance crews.

4. The Public Works Department will meet and confer with the Union if it intends to increase the work test crews beyond nine (9) members.

5. On a trial basis for the employees in the General Services and Maintenance Unit, and at the sole discretion of the Director of Human Resources upon written request stating the reasons for such request, the Union may appoint an individual to observe instructions given an oral board by the appointing authority on his/her own time.

C. Shop Personnel.

1. The County will pay Equipment Mechanics a tool allowance of four hundred dollars ($400.00) per calendar year. Air tools will be considered an eligible tool allowance item. The tool allowance benefit will be provided on a reimbursement basis through submission of County payment demand forms with proof of purchase.

2. Employees in the classes of Equipment Mechanic, Apprentice Mechanic, Equipment Services Worker and Garage Attendant will have the choice of the County providing coveralls or pants and shirt. The employees will be required to select either coveralls or pants and shirt; this choice shall be considered a permanent selection.

3. Employees referenced in C.2 above shall be provided with additional uniforms so as to enable the employee to have a clean uniform each day.

D. Building Maintenance & Miscellaneous Employees.

1. Union Stewards in the Building Maintenance Division shall be relieved from their assigned work duties by their supervisors within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) upon receipt of a

request by an employee in that division to investigate and/or process a grievance initiated by said employee.

2. The Building Maintenance Division of the Public Works Department will continue the seven (7) day per week maintenance coverage of County facilities by Operating Engineers.

3. Custodians in the Probation Department specifically assigned responsibility in writing for providing work training to assigned juveniles shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this additional responsibility. Such differential to be computed on the basis of hours actually spent in directing juveniles in work training.

4. The vacation scheduling procedure for Custodians I and II in the Buildings and Grounds Division of the Public Works Department shall be as follows:

   All employees, in order of seniority, with the Buildings and Grounds Division of the Public Works Department shall be afforded the opportunity to indicate their preference of vacation dates for their vacation entitlement by area. If an employee wishes to split his/her vacation entitlement and schedule a portion of his/her vacation at another time, he/ she shall be afforded a second opportunity to exercise his/her seniority in scheduling each second choice after all other employee's vacations have been scheduled.

   For example: If an employee has a vacation entitlement of four (4) weeks and wishes to take two (2) of those weeks in July, his/her preference for the specific dates in July would be reviewed by the department in accordance with his/her seniority. Once the first choice of vacation dates for this employee and all other employees have been reviewed by the department and scheduled by area in accordance with seniority, the employee may indicate his/her preference of vacation dates for the remaining two (2) weeks of his/her vacation entitlement which again will be reviewed and scheduled by area by the department in accordance with his/her schedule.

5. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time employees, and permanent intermittent employees in the General Services and Maintenance Unit and in the classifications of Cook (1KWA), Lead Cook (1KTA), Stationary Engineer (GWVC), Detention Services Aide (64WG), Detention Services Worker (64VD), Lead Detention Services Worker (64TB), Custodian I and II (GK7A, GKWB), Institutional Services Aide (1KWC), Institutional Services Worker-Generalist (1KVD), and Institutional Services Worker-Lead (1KVF) will be paid the detention facility assignment pay if the employee's position is assigned to one of the following facilities:

Org.#	Facility Name
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

6. The Building Maintenance Division of the Public Works Department shall continue the safety committee of no less than two (2) employees selected by Teamsters, Local 856 in the classes of Window Washer and Lead Window Washer to discuss various safety problems. This committee shall meet not less than once every three (3) months nor more than once a month upon request of the employees.

7. The County shall pay Stationary Engineers, Lead Stationary Engineers, Stationary Systems Specialist I, Stationary Systems Specialist II, Electronic Systems Specialists, and Lead Electronic Systems Specialist in the General Services and Maintenance Unit a reimbursement of twenty-five dollars ($25.00) per month, to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.

8. The County will provide reimbursement, up to sixty-five dollars ($65.00) per calendar year, to permanent Groundskeepers, Grounds Maintenance Specialist-Irrigation, Grounds Maintenance Specialist-Pest Control, Gardeners, and Lead Gardeners for the purchase of appropriate outdoor work clothes. Examples of appropriate work clothes include work pants/non-distressed jeans, work shirts, or other items worn at work and approved by the Department.

9. ISW Reassignments/Bids. The County shall post a bid by Department for any position in the ISW series for which the incumbent has provided written documentation that he/she will be on a leave of six (6) months or more. The notice shall include all the information set forth in the MOU regarding the bidding process and shall state that the assignment is temporary. Interested employees shall submit a bid notice and the position shall be temporarily filled using the Rule of Three. If the position subsequently becomes vacant, it will be filled following the bidding process outlined in the MOU.

E. Communications.

1. The Communications Division Safety Committee shall be continued. Said Committee shall consist of two (2) Communications Division employees selected by the Union. Said Committee shall meet quarterly with a Manager and the Departmental Safety Coordinator. Said meetings shall not exceed one (1) hour in duration except by mutual agreement of the parties.

2. Permanent full-time, Part-time, and Permanent Intermittent employees in the classifications of Communications Equipment Specialist II (PEVB), Materials Technician (91VC), Telecommunication Specialist I (PEWL), and Telecommunications Specialist II (PEVA) who are assigned to the Radio Communications unit (Org. # 4285) and who are required to climb a communication tower will be paid one (1.0) hour of straight time pay at the rate of one (1.0) times the employee's base rate of pay (excluding differentials) on any day that the employee climbs a tower regardless of the number of times the employee is required to climb a communication tower on that day. Tower construction work will be contracted out.

3. County-owned vehicles will not be taken home by employees regardless of whether they are on call or working overtime.

F. Sheriff's Personnel.

The County shall continue to pay twenty-five dollars ($25.00) per month uniform allowance for employees in the Sheriff's Department who are required to wear a uniform in the performance of their duty in the following classifications: Sheriff's Services Assistant I, Sheriff's Services Assistant II and Storekeeper.

G. Building Inspectors.

1. The Building Inspection Department shall pay Inspectors a reimbursement up to a maximum amount of fifty dollars ($50.00) plus sales tax per calendar year, for the purchase of knee pads and coveralls, and thirty-five dollars ($35.00) plus sales tax per calendar year, for rain boots and rain gear.

2. Building Inspectors are assigned by the Building Inspection Department to Housing Rehab, Mobile Home, Commercial inspections Code Enforcement, Weatherization and Residential inspection activities. These assignments may be rotated at the discretion of the Department Head.

H. Central Service.

1. Teamsters, Local 856 will select a spokesperson who is an employee of the County Administrator's Office to bring to the attention of and discuss with the Department Head or his designee at convenient times any safety problems existing within the department.

2. The County will provide employees in the class of Driver Clerk, poncho type rain apparel.

   The above does not exclude any other employee from bringing to the attention of the management of the County Administrator's office any safety problems that may exist.

3. Office Service Workers will be paid at the applicable higher rate from the first day when substituting on Driver Clerk routes.

I. Hospital Workers.

1. If an employee in this unit, employed at the County Hospital, who at the County's request works on all or part of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half (½) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours.

2. Employees in this unit working at the CCCRMC who at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the Hospital Cafeteria at no cost to the employee.

3. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m.

4. Where only one Storeroom Clerk is on duty on a shift at the main Hospital Storeroom on a given day, and the Storeroom cannot be closed for one-half (½) hour to permit that Storeroom Clerk an unpaid lunch period, the Storeroom Clerk will be scheduled to work a straight eight (8) hour shift with a paid lunch period.

5. The County shall provide pantsuits as an option to employees in the classes of Central Supply Technician, Lead Central Supply Technician, Institutional Services Aide, and Institutional Services Worker's, who are normally furnished uniforms by the County.

6. The County will provide poncho type rain apparel as needed for employees in the Hospital Central Supply and Environmental Service who are required to go outdoors while it is raining.

7. Employees in the class of Central Supply Technician are scheduled on the basis of an eight and one-half (8-1/2) hour day and are on their own time during their lunch period. If operational reasons preclude an employee

from leaving the work area during the lunch period, such time worked shall be paid at the rate of time and one-half.

8. CCRMC Shift Relief. An Institutional Services Worker-Generalist or Institutional Services Worker-Specialist who at the County's request, relieves a Cook at Contra Costa Regional Medical Center for a shift will receive an additional twelve dollars ($12.00) per shift. Commencing on the 41st consecutive hour in the assignment, Section 5.13 - Pay for Work in a Higher Classification, will apply.

J. Library Personnel.

1. Section 12 of this MOU regarding holidays is modified for all employees in this unit assigned to the Library to delete the day after Thanksgiving as a holiday and to add the day before Christmas as a holiday. The Libraries will close at 6:00 p.m. on the day before Thanksgiving.

2. The Driver Clerk permanently assigned to drive the Bookmobile shall receive in addition to his/her base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.

3. Employees in this unit assigned to the Library who work Saturday shall receive a five percent (5%) differential for all hours worked on Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.

   Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked on a Sunday.

4. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees in this unit assigned to work at the Library shall rearrange their work schedules so that they work a full eight (8) hour shift.

K. Commercial License Hazardous Materials Endorsement.

For Classifications requiring the above endorsement, the County will reimburse employees for the required costs associated with the background check required for a Commercial Driver's License Hazardous Materials Endorsement.

L. Airport Safety Officer, I, II, III, and IV – [Effective October 1, 2019].

1. Employees who volunteer to fill vacant shifts will be eligible for overtime in accordance with Section 7.1 of the MOU.

2. Mandatory overtime may be required to meet Federal Aviation Administration (FAA) regulations, in Title 14, Code of Federal Regulations (CFR), Part 139, as outlined in the Buchanan Field Airport Certification

Manual, including but not limited to, mandatory overtime coverage at Buchanan Field to complete the Airport Self-Inspection Program and fulfill the FAA's airport index Aircraft Rescue Fire Fighting requirements. Mandatory overtime will be assigned by airport management to qualified employees in the following manner:

a. If no employee volunteers to fill the vacant shift, mandatory overtime will be used to fill the vacant shift. Airport management shall contact employees that are off-duty to fill the shift in order of reverse seniority (starting with the employee with the least seniority in the Airport Safety Officer classification series).

b. If no off-duty employee is able to work the vacant shift, then the on-duty employee with the least seniority at the time of notification will be mandated to fill the vacant shift.

c. Employees who do not comply with a request to work a mandatory overtime assignment may be subject to disciplinary action.

d. Section 7.1 of this MOU is modified for Airport Safety Officers I (9BWC), II (9BVC), III (9BTB), and IV (9BNB) who work mandatory overtime as follows:

    i. Airport Safety Officers mandated to work overtime pursuant to L.2. above will be paid at one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials) for any mandatory overtime hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours.

    ii. For mandatory overtime only, hours worked for the purposes of calculating forty (40) hours per week, eight (8) hours per day, and daily number of scheduled hours includes hours paid. Hours paid does not include absence without pay or time off taken with less than 24-hours advanced notice. In these instances, mandatory overtime will be paid as Straight Time Pay in accordance with Section 7.3 of the MOU, unless and until an employee's hours while working mandatory overtime exceed forty (40) hours per week or

eight (8) hours per day and exceed the employee's daily number of scheduled hours.

iii. Any special differentials that are applicable during mandatory overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

e. Mandatory Overtime Pay: In addition to the foregoing, Airport Safety Officers mandated to work overtime pursuant to L.2. above will also be paid one additional hour for the mandatory overtime shift at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials).

54.3 Health Services Unit.

A. Environmental Health.

1. Environmental Health Inspectors. The County shall continue the Professional Standards Committee comprised of Environmental Health Inspectors selected by Teamsters, Local 856 and employed in the Health Services Department who may, as a committee, develop and communicate recommendations to the Director of the Environmental Health Division of the Health Service Department. The Professional Standards Committee may schedule only one (1) regular meeting each month during working hours, and the County will release from duty a maximum of two (2) Environmental Health Inspectors for a period not to exceed one (1) hour for any Environmental Health Inspectors to attend such meeting. The agenda and minutes of each meeting shall be forwarded to the Director of the Environmental Health Division. It is understood that the Professional Standards Committee is advisory only and the subjects it reviews shall be restricted to those directly related to Environmental Health Inspector's practices.

B. Senior Clinical Laboratory Scientist, Clinical Laboratory Scientist & Laboratory Technician.

1. The Health Services Department shall continue a staggered lunch period system for the Clinical Laboratory Scientist I & II and Senior Clinical Laboratory Scientist classifications in order to ensure uninterrupted lunch periods for these employees. A Clinical Laboratory Scientist II who, at the County's request, is placed in charge of clinical laboratory assignments for an eight (8) hour shift, shall receive an additional five dollars ($5.00) per shift.

2. Each full-time employee in the classes of Clinical Laboratory Scientist I & II and Senior Clinical Laboratory Scientist will be granted sixteen (16) hours per year of continuing education (CE) leave to complete courses

required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of thirty-two (32) hours without restriction.

3. Each full-time employee in the class of Laboratory Technician whose position requires a phlebotomy certificate will be granted three (3) hours per year of continuing education (CE) leave to complete courses required for certification renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of six (6) hours.

4. Schedules. Employees in the classification of Clinical Laboratory Scientist II will have schedules that are predictable and consistent, with rotating weekends off. All employees in the Clinical Laboratory Scientist II classification, starting with the most senior employee, will select a schedule from a list of available shift schedules. Schedules will be awarded based on seniority and will take effect the first day of the month following completion of the bid process.

   Employees in the classification of Senior Clinical Laboratory Scientist will work one (1) weekend every 28 days.

   The County reserves the right to modify schedules as a result of attrition.

5. Use of Registry Staff. The County has the right to use registry staff to cover incidental absences (call-ins, vacations, leave of absences, vacancies, etc).

C. Physical, Occupational & Recreation Therapists.

1. The present Professional Standards Committee for this group of employees will be continued for the duration of the MOU.

2. The present release time for staff development and flex time work schedule for Therapist in the California Children's Services Program will be continued for the duration of this MOU. If the County desires to change either of the above, it will offer to meet and confer with the Union before doing so.

D. Substance Abuse Staff.

1. There shall be a Substance Abuse Counselor Professional Performance Committee consisting of employees in the Substance Abuse Rehabilitation job series. The purpose of the Committee is to meet to consider and discuss patient care and professional practice. It may also formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and other economic conditions that may be subject to meet and confer. The

Professional Performance Committee may schedule one (1) regular meeting each month during working hours, provided that such meeting shall not conflict with normal work activities and shall be agreeable to the Substance Abuse Program Director. The Department will release from duty no more than three (3) Substance Abuse Counselors for a period not to exceed two (2) hours.

Substance Abuse Counselors released for these meetings shall promptly report meeting and travel time to the Substance Abuse Program Director or designee.

The Committee shall prepare written minutes of all Professional Performance Committee meetings; copies of which shall be distributed to the Committee members and the Substance Abuse Program Director.

2. Each full-time employee in the classification of Substance Abuse Counselor and Lead Substance Abuse Counselor shall be granted twenty (20) hours per year of Continuing Education (CE) leave to complete courses required as a condition for certification renewal. Written requests for such leave must be submitted in advance and may be approved by the appropriate supervisor only in the event such leave does not interfere with staffing. For permanent part-time employees, continuing education leave will be prorated based on their assigned position hours.

   Employees may carry over (CE) leave from one year to the next to a maximum of forty (40) hours.

3. For employees in the classifications of Substance Abuse Counselor (VHVC) and Substance Abuse Counselor Project (VHV3) who work at the Discovery House, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

   Employees in the classifications of Substance Abuse Counselor (VHVC) and Substance Abuse Counselor Project (VHV3) will accrue four (4) hours of personal holiday credit per month and will not observe Admission's Day, Columbus Day, and Lincoln's Day.

E. Mental Health Treatment Staff.

1. A Labor/Management Forum composed of two (2) Teamsters, Local 856 delegates and the Mental Health Director will meet at least quarterly to address the status and viability of the line staff/management working relationships. Areas of ongoing focus will be communication and mutual cooperation. Specific issues of clinical, professional and programmatic concern can be addressed as necessary. An agenda of items to be discussed will be submitted to the Mental Health Director at least two (2) weeks prior to the scheduled meeting.

2. The Health Services Department agrees to meet and confer with the Union before contracting out any presently County operated Mental Health Programs employing Mental Health Staff.

3. Mental Health Treatment employees shall receive a weekend shift bonus of five dollars ($5.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in his/her normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

4. Incumbents of the Mental Health Specialist II, Mental Health Clinical Specialist – Licensed, Mental Health Clinical Specialist - Per Diem, Mental Health Employment Placement Specialist, Mental Health Community Support Worker II or Clinical Psychologist classes may be designated as unit leaders. Unit leader assignments shall be at the sole discretion of the Division Director. Duties of the unit leaders are described in the class specifications. Unit leaders will receive a differential of five percent (5%) of their base salary until such time as the unit leader assignment terminates. Unit leaders will continue to receive the five percent (5%) pay differential during the first thirty (30) calendar days of each absence for paid vacation, paid sick leave period, paid disability or other paid leave.

5. Approved Continuing Education Leave (C. E.) time entitlement to complete accredited course work required for license renewal will be eighteen (18) hours per fiscal year for full-time permanent employees in the classifications of Mental Health Clinical Specialist – Licensed, Mental Health Clinical Specialist (Licensed) – Project, Clinical Psychologist, and Clinical Psychologist – Project. Permanent part-time employees in these classifications will have their approved CE time entitlement prorated on the basis of the number of hours they work in relation to the regular forty (40) hour work week.

   CE time may be carried over into the next fiscal year and added to the CE time entitlement for that year without restriction, up to twice the annual accrual.

   Only courses accredited by the Board of Behavioral Science, the Mandatory Continuing Education for Psychologists (MCEP) Accrediting Agency, the American Psychological Association, or the California Medical Association will be approved.

F. Pharmacy.

1. The County will grant forty (40) hours/year of continuing education leave to licensed Pharmacists who are required by law to complete such course work as a condition of renewing their license.

2. Where only one licensed Pharmacist is on duty at the Main Hospital Pharmacy on a given day, and the Pharmacy cannot be closed for one-half (½) hour to permit that Pharmacist an unpaid lunch period, the Pharmacist will be scheduled to work a straight eight (8) hour shift with a paid lunch period.

G. Cardio-Pulmonary.

1. The Health Services Department will continue the practice of staggered lunch periods to permit one-half (½) hour unpaid lunch periods for Respiratory Care Practitioners I/II.

2. The County will grant ten (10) hours/year of continuing education leave to Respiratory Care Practitioners I/II who are required by law to complete such course work as a condition of renewing their State Respiratory CAUP Practitioner Certificate. Employees may carry over CE leave from one year to the next to a maximum of twenty (20) hours without restriction.

3. On-Call Duty and Call Back Time.

a. On Call Duty. Permanent full-time and part-time employees, permanent-intermittent employees, per diem employees, and temporary employees in the classifications of Cardiac Ultrasonographers (V8VG) Cardiac Ultrasonographers – Per Diem (V8VH), and Respiratory Care Practitioners I and II (VIWA, VIVA) assigned to On-Call Duty will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's On-Call Duty hours are not in increments of two (2) hours, then the On-Call Duty hours will be pro-rated. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work. An employee is considered assigned to On-Call Duty if all of the following criteria are met:

i. The employee is not scheduled to work on County premises, but is required to report to work immediately if called.

ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

iii. The Department Head designates and approves those employees who will be assigned to On-Call Duty.

b. Call Back Time. Permanent full-time and part-time employees, permanent-intermittent employees, per diem employees, and temporary employees in the classifications of Cardiac Ultrasonographer (V8VG), Cardiac Ultrasonographer - Per Diem

(V8VH), and Respiratory Care Practitioners I and II (VIWA, VIVA) who are assigned to On-Call Duty will be paid Call Back Time as set forth in Section 8 of this MOU.

4. Shift Differentials.

a. Permanent full-time and part-time employees in the classifications of Respiratory Care Practitioner I and II (VIWA & VIVA) will receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 11:00p.m. and 7:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 10:00p.m. and midnight or midnight and 7:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

b. Permanent Intermittent and temporary employees in the classifications of Respiratory Care Practitioners I and II (VIWA & VIVA) may receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 11:00p.m. and 7:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 10:00p.m. and midnight or midnight and 7:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

H. Diagnostic Imaging & Ultrasound Technologists.

1. On-Call Duty and Call Back Time.

a. On-Call Duty. Permanent full-time, permanent part-time, permanent-intermittent, and temporary employees in the classifications of Diagnostic Imaging Technologist III-A, Diagnostic Imaging Technologist III-B, and Ultrasound Technologist II (V8TB) assigned to On-Call Duty will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's On-Call Duty hours are not in increments of two (2) hours, then the On-Call Duty hours will be pro-rated. If an employee is called back to work while assigned to On-Call Duty, the

employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work. An employee is considered assigned to On-Call Duty if all of the following criteria are met:

i. An employee is not scheduled to work on County premises, but is required to report to work immediately if called.

ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.

iii. The Department Head designates and approves the employees who will be assigned to On-Call Duty.

b. Call Back Time. Permanent full-time, permanent part-time, permanent-intermittent, and temporary employees in the classifications of Diagnostic Imaging Technologist III-A, Diagnostic Imaging Technologist III-B, and Ultrasound Technologist II assigned to On-Call Duty are eligible to receive Call Back Time Pay as set forth in Section 8 of this MOU.

2. A five percent (5%) differential will be paid to any qualified Senior Radiologic Technologist when scheduled to perform mammograms or CT scans on the day shift, Monday through Friday, or when completing the necessary paperwork. When performing CT scans or mammograms at other times, the Senior Radiologic Technologist will be paid the five percent (5%) differential for actual time spent performing the procedure and completing the necessary paperwork.

3. When performing an angiogram Monday through Friday, other than during the day shift, the Diagnostic Imaging Technologist classification series will be compensated at a flat rate of $500 per procedure.

4. Each permanent full-time employee in the classes of Senior Radiologic Technologist, Ultrasound Technologist I & II and Diagnostic Imaging Technologist I, II, III-A, and III-B will be granted twelve (12) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next up to a maximum of twenty-four (24) hours without restriction.

5. All employees in the classifications of Diagnostic Imaging Technologist III-A and Ultrasound Technologist II are required to be On-Call up to a maximum of 120 hours per month.

6. Employees in the classifications of Diagnostic Imaging Technologist III-A, Diagnostic Imaging Technologist III-B, and Ultrasound Technologist II will receive a lead differential of five percent (5%) of the employee's base

hourly rate of pay while performing lead duties specifically assigned to them by management. Management retains the right to assign lead pay per the agreed upon duties as outlined in the job specification.

I. Dietitians. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week. Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

J. Public Health Nutritionists. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week.

Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

K. Holiday Meal. Employees in this unit who are employed at the CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m. This provision only applies to employees working on the day the holiday actually falls.

L. Advance Step Appointments. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents and shall advise the Union of any appointments made at a salary level higher than an incumbent with equal qualifications.

M. Unpaid Lunch Schedule. If the Health Services Department determines that scheduled work days which include a paid lunch period (typically eight (8) hour days) are inconsistent with operational needs they may be rescheduled to include an unpaid lunch period with thirty (30) days notice.

SECTION 55 - JOINT LABOR-MANAGEMENT COMMITTEE

Beginning July 1, 2018, a Joint Labor-Management Committee will be established. There shall be a Joint Labor-Management meeting every month alternating between the Attendant-LVN-Aide Unit, General Services and Maintenance Unit, and the Health Services Unit (quarterly Unit Meetings), unless mutually waived or unless mutually agreed to meet more or less frequently. These meetings will be three (3) hour sessions, unless the parties mutually agree to extend or shorten the meetings.

SECTION 55 - JOINT LABOR-MANAGEMENT COMMITTEE

Release time for Union Representatives will be provided according to Section 4.3 – Union Representatives of the MOU. Management representatives will be Department Directors and Director of Labor Relations or their designees.
Both parties may propose agenda items in advance of the meeting and management shall provide reasonable information which is not confidential or legally protected. At least one week prior to each Committee meeting, the parties agree to establish an agenda of issues for discussion during the Committee meeting. Other people may be invited to attend such meetings if mutually agreed upon in advance.

The parties will make a good faith effort to engage in meaningful dialogue and to address concerns raised by both parties.

TEAMSTERS, LOCAL 856

ATTACHMENTS

A. CLASS & SALARY LISTING BY UNIT

B. MEDICAL/DENTAL/LIFE INSURANCE

C. (INTENTIONALLY LEFT BLANK)

D. PI SPECIAL PAYS AND BENEFITS

E. TEMPORARY EMPLOYEES SPECIAL PAYS

F. PER DIEM SPECIAL PAYS

G. *(INTENTIONALLY LEFT BLANK)*

H. PUBLIC SERVICE OFFICERS/RANGERS

I. CARDIAC ULTRASONOGRAPHER-PER DIEM AND PHARMACIST-PER DIEM

J. PHYSICAL THERAPIST-PER DIEM & OCCUPATIONAL THERAPIST-PER DIEM

K. DRIVE PROGRAM

L. (INTENTIONALLY LEFT BLANK)

M. CLASS B PHYSICAL EXAMINATIONS/PUBLIC WORKS

N. CONTRACTING FOR SERVICE FROM REHABILITATION PROGRAMS

O. STATIONARY ENGINEER – 24 HOUR COVERAGE

P. ATTENDANT-LVN-AIDE CAREER ADVANCEMENT PROGRAM

Q. VEGETATION MANAGEMENT TECHNICIANS

R. GUARDIAN SECURITY CONTRACT

S. THERAPY SERVICES – OT/PT IN HOSPITAL

T. RETURN TO WORK POLICY

Teamsters, Local 856
CLASS AND SALARY LISTING
Effective: August 1, 2026
HEALTH SERVICES UNIT

			Salary Range	
Job Code	**Classification**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**
VFWG	Biomedical Equipment Tech I	F	$7,425	$8,186
VFVD	Biomedical Equipment Tech II	F	$8,173	$9,011
CW03	Cal Works Community Hlth Wkr I	F	$3,651	$4,437
V8VH	Cardiac Ultrasongrphr-Per Diem		$15,449	$15,449
V8VG	Cardiac Ultrasonographer		$9,643	$11,721
V8WD	Cardiology Technician I	F	$4,957	$6,025
V8VC	Cardiology Technician II	F	$5,209	$6,331
VJVB	Clin Lab Scientist II-Per Diem	F	$14,283	$14,283
VHV1	CLIN LAB SCIENTIST II-PROJ	F	$10,681	$12,983
VHWA	Clinical Lab Scientist I	F	$9,719	$9,719
VHVD	Clinical Lab Scientist II	F	$10,681	$12,983
VHW1	CLINICAL LAB SCIENTIST I-PROJ	F	$9,719	$9,719
VQTB	Clinical Psychologist	D	$8,141	$11,504
VYSD	Clinical/Drug Infor Coord		$13,665	$17,439
VKWD	Comm Health Worker I -Per Diem		$6,346	$6,346
VKWC	Community Health Worker I	F	$4,796	$5,288
VKVB	Community Health Worker II	F	$5,348	$6,501
VKV1	Community Health Worker II-Prj	F	$5,348	$6,501
VKW1	Community Health Worker I-Prj	F	$4,796	$5,288
VKTA	Community Health Worker Spec		$5,676	$6,899
VFVB	Cytotechnologist		$8,639	$10,501
VFVE	Cytotechnologist - Per Diem		$12,601	$12,601
V8NA	DI Tech III - A (CT/MRI)	F	$11,462	$13,932
V8NB	DI Tech III - B (Mammo / IR)	F	$11,462	$13,932
V8NC	DI Tech III- A (CT and MRI)-Pd		$15,325	$15,325
V8ND	DI Tech III-B (Mammo IR) -PD		$15,325	$15,325
V8VE	Diagnostic Imaging Tech - II	F	$10,420	$12,665
V8WC	Diagnostic Imaging Tech I	F	$7,918	$9,625
1KSA	Dietitian		$6,626	$8,054
V7WB	Disease Intervention Tech		$6,049	$7,352
V7W1	Disease Intervention Tech-Prj		$6,049	$7,352
VQWG	Dual Diagnosis Prog Spec		$5,895	$7,165
VQW5	Dual Diagnosis Prog Spec-Prj		$5,895	$7,165
VL7A	Env Hlth Investigator I	F	$5,930	$7,208
VLNA	ENVIRON HLTH INVESTIGATOR II	F	$6,226	$7,568
VLNB	ENVIRONMENTAL HEALTH SPEC III	F	$10,165	$12,356
VLKA	Environmental Hlth Spc Trainee	F	$6,819	$8,288
VLWA	Environmental Hlth Spec I	F	$8,632	$10,493

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
VLVA	Environmental Hlth Spec II	F	$9,681	$11,767
6CWA	Forensic Toxicologist I	F	$8,328	$9,182
6CVA	Forensic Toxicologist II	F	$9,069	$11,023
6CTA	Forensic Toxicologist III	F	$10,500	$12,763
V4WF	Hazardous Material Tech		$6,582	$8,001
VMWD	Health Ed Specialist		$5,605	$6,813
VMW4	Health Ed Specialist-Project		$5,605	$6,813
VRHB	Health Plan Mbr Svcs Coord		$6,318	$7,680
V9VE	Health Plan Member Svcs Couns		$5,468	$6,646
VCVC	Health Plan Outreach Rep		$6,049	$7,555
VCVB	Health Plan Sales Rep		$6,825	$8,296
VHWF	Histotechnician		$7,017	$8,530
VJWC	Histotechnician - Per Diem		$9,382	$9,382
V9WE	Home Economist		$6,626	$8,054
VJVC	Laboratory Tech II - Per Diem		$6,707	$6,707
VJWA	Laboratory Technician I	F	$4,727	$5,746
VJVA	Laboratory Technician II	F	$5,016	$6,098
VJTA	Laboratory Technician III	F	$5,214	$6,338
V092	Laboratory Technician-Project		$5,016	$6,098
VMVD	Medical Interpreter		$5,995	$7,287
VJTB	Medical Laboratory Technician		$6,798	$8,264
VQSK	MH Clinical Spec - Per Diem		$12,523	$12,523
VQSB	MH Clinical Specialist	F	$6,880	$10,214
VQS2	MH Clinical Specialist-Project	F	$6,880	$10,214
VQ81	MH Clinical Specialist-Unlic-P	F	$6,732	$9,054
VQV3	MH Community Supp Wkr II -Proj	F	$4,424	$5,377
VQWE	MH Community Support Wkr I	F	$4,796	$5,288
VQVB	MH Community Support Wkr II	F	$5,348	$6,501
VQW7	MH Community Suprt Wkr I-Proj	F	$4,035	$4,904
VQSG	MH Employment Placement Spec		$5,913	$7,187
VQWD	MH Specialist I	F D	$5,528	$7,408
VQVA	MH Specialist II	F D	$6,232	$8,805
VQV1	MH Specialist II-Project	F	$6,097	$8,616
VQW4	MH Specialist I-Project	F	$5,408	$7,248
VQWF	MH Vocational Counselor I	F	$7,003	$8,513
VQVC	MH Vocational Counselor II	F	$7,887	$9,130
VQV2	MH Vocational Counselor II-Prj	F	$7,887	$9,130
VQW6	MH Vocational Counselor I-Prj	F	$7,003	$8,513
1K7B	Nutrition Assistant		$4,972	$6,043
V5VG	Occupational Therapist I	F	$8,699	$10,574
V5VH	Occupational Therapist II	F	$9,557	$11,617
V5VK	Occupational Therapist-Per Dm		$12,812	$12,812
VJWB	Pathology Technician		$4,727	$5,746
VMNA	Ph Lead Mobile Clinic Operator		$5,617	$6,828
VBSK	PH Registered Dental Hygienist		$6,839	$8,313

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
VYWA	Pharmacist I		$14,719	$17,039
VYTA	Pharmacist II		$14,232	$18,164
VYWB	Pharmacist-Per Diem		$19,151	$19,151
VY9B	Pharmacy Technician		$5,844	$7,103
V5VJ	Phys Therapist-Per Diem		$12,812	$12,812
V5VE	Physical Therapist I	F	$8,699	$10,574
V5VF	Physical Therapist II	F	$9,557	$11,617
V4SE	Pollution Prevention Specialis		$7,887	$9,587
V0W1	PUB HLTH MICROBIOLOGIST-PROJ		$8,447	$10,267
V9W1	Pub Hlth Nutrnst -Proj		$6,990	$8,496
VMTA	Public Health Lab Tech-Adv	F	$5,214	$6,338
VMVC	Public Health Lab Tech-Exp	F	$5,016	$6,098
VMSC	Public Hlth Dental Hygienist		$6,281	$7,634
VMS1	Public Hlth Dental Hygienist-P		$6,274	$7,627
V0WA	Public Hlth Microbiologist		$8,447	$10,267
V9WB	Public Hlth Nutritionist		$6,990	$8,496
V5VC	Recreation Therapist		$6,151	$7,477
VIWA	Resp Care Practitioner I	F	$7,895	$9,596
VIVA	Resp Care Practitioner II	F	$9,454	$11,491
VIVB	Resp Care Practitioner-Perdiem		$12,363	$12,363
VSVD	Speech Pathologist		$9,836	$11,955
V5VL	Speech Pathologist-Per Diem		$11,444	$11,444
VHNA	Sr Clinical Lab Scientist		$11,630	$14,137
VFVC	Sr Cytotechnologist		$9,042	$10,990
V7VB	Sr Disease Interven Tech		$7,344	$8,927
VMWE	Sr Health Education Spec		$7,817	$9,502
VMW5	Sr Health Education Spec-Prj		$7,817	$9,502
VQTA	Sr Mental Health Counslr	D	$9,894	$9,894
V0TC	Sr Public Hlth Microbiologist		$9,319	$11,328
V9TE	Sr Public Hlth Nutrition		$7,687	$9,343
V8VA	Sr Radiologic Technologist	F	$9,472	$11,514
VHVE	Sub Abuse Counselor - Per Diem		$9,829	$9,829
VHVC	Substance Abuse Counselor	F	$7,031	$8,546
VHWE	Substance Abuse Counselor Trn	F	$4,148	$5,042
VHV3	Substance Abuse Counselor-Prj		$7,031	$8,546
VHTC	Substance Abuse Ld Counselor		$7,513	$9,133
VHT1	Substance Abuse Ld Counselor-P		$7,513	$9,133
VT7J	Surgical Technologist-Per Diem		$9,120	$9,120
V5WF	Therapy Assistant	F	$7,024	$8,538
V5WH	Therapy Assistant-Per Diem		$9,006	$9,006
V8VD	Ultrasound Technologist I	F	$10,625	$11,714
V8TB	Ultrasound Technologist II	F	$12,662	$15,391
V4WC	Vector Control Technician		$4,463	$5,425

Teamsters, Local 856
CLASS AND SALARY LISTING
Effective: August 1, 2026
GENERAL SERVICES AND MAINTENANCE UNIT

			Salary Range	
Job Code	**Classification**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**
9BWC	Airport Safety Officer I	F	$5,207	$6,329
9BVC	Airport Safety Officer II	F	$6,028	$7,327
9BTB	Airport Safety Officer III	F	$6,978	$8,482
9BNB	Airport Safety Officer IV	F	$8,078	$9,818
FAWB	Building Inspector I	F	$7,794	$8,593
FAVD	Building Inspector II	F	$9,324	$10,279
FRWA	Building Plan Checker I	F	$5,610	$6,819
FRVA	Building Plan Checker II	F	$6,613	$8,038
FR7A	Building Plan Checker Trainee	F	$4,185	$5,087
CW05	Cal Works Laborer	F	$4,977	$5,487
PEVB	CommEquipSpecII	F	$7,947	$9,659
PEKA	CommEquipSpeTrainee	F	$7,008	$7,726
APTC	Community & Media Relations Sp		$7,573	$9,205
LK7A	Computer Operator I	F	$5,398	$5,951
LKVB	Computer Operator II	F	$5,382	$6,542
LKTA	Computer Operator III	F	$5,924	$7,201
1KWA	Cook		$4,841	$5,884
GK7A	Custodian I	F	$4,729	$5,214
GKWB	Custodian II	F	$4,876	$5,376
64WG	Detention Svcs Aide	F	$3,738	$4,544
64VD	Detention Svcs Worker	F	$4,189	$5,092
9QW1	DRIVER CLE PROJ	F	$4,685	$5,695
9QWA	Driver Clerk	F	$4,685	$5,695
9XVB	Duplicating Machine Oper I	F	$4,499	$5,468
9XTD	Duplicating Machine Oper II	F	$5,382	$6,542
PEWE	Electronic Systems Specialist	F	$7,359	$8,945
PMWB	Equipment Mechanic	F	$7,679	$8,466
PMVB	Equipment Service Writer		$5,866	$6,467
PMVA	Equipment Services Worker		$5,866	$6,467
9XWD	Finishing Worker		$4,499	$5,468
PMSC	Fire Apparatus Service Coordin		$8,968	$9,888
PESC	Fire District Telecom Spec		$8,537	$10,377
RJHD	Fire Education Coordinator		$5,672	$6,894
PMVC	Fire Emergency Vehicle Tech I	F	$8,968	$9,888
PMTC	Fire Emergency Vehicle Tech II	F	$10,389	$11,454
RJWE	Fire Prevention Specialist		$3,901	$4,742
PMTB	Fleet Equipment Specialist		$6,698	$7,385
PMWD	Fleet Service Center Attendant		$3,809	$4,200

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
1KVG	Food Service Worker - Gen	F	$4,707	$5,721
1KNA	Food Service Worker - Lead	F	$6,566	$6,566
1KVH	Food Service Worker - Spec	F	$6,007	$6,007
6D7A	Forensic Technologist		$5,266	$6,401
GPWA	Gardener	F	$4,962	$5,471
LD7A	GIS Technician	F	$6,509	$7,911
NXWB	Grading Inspector I	F	$7,794	$8,593
NXTB	Grading Inspector II	F	$9,324	$10,279
GPVD	Grounds Maintce Spec-Irrigatn		$6,705	$7,392
GPVE	Grounds Maintce Spec-Pest Ctrl		$7,038	$7,760
GP7A	Groundskeeper	F	$4,333	$4,777
1KHB	Head Detention Cook		$7,417	$8,178
LTWA	Info Sys Specialist I	F	$6,235	$7,579
LTVA	Info Sys Specialist II	F	$7,227	$8,784
LTTA	Info Sys Specialist III	F	$8,367	$10,170
LTWB	Info Sys Technician I	F	$6,839	$8,313
LTVB	Info Sys Technician II	F	$7,462	$9,070
1KWC	Inst Svcs Aide	F	$4,289	$5,213
1KW4	Inst Svcs Aide - Project	F	$4,289	$5,213
1KV1	Inst Svcs Worker - Project	F D	$4,707	$5,721
1KVD	Inst Svcs Worker-Generalist	F D	$4,707	$5,721
1KVF	Inst Svcs Worker-Lead	F D	$6,566	$6,566
1KVE	Inst Svcs Worker-Specialist	F D	$6,007	$6,007
9KT4	Ld Weatherization Hm Rpr Spec		$5,954	$7,237
1KTA	Lead Cook		$5,723	$6,309
GKTB	Lead Custodian		$5,541	$6,109
64TB	Lead Detention Svcs Worker		$4,850	$5,896
PETD	Lead Electronic Systems Spec	F	$8,453	$10,275
PMNB	Lead Equipment Mechanic	F	$8,793	$9,694
PMNC	Lead Fire Emergency Veh Tech		$12,026	$13,258
GPTA	Lead Gardener	F	$7,207	$7,946
91VD	Lead Materials Technician		$6,515	$7,919
GKNB	Lead Resource Center Attendant		$6,983	$7,698
GWTC	Lead Stationary Engineer	F	$9,161	$11,135
PENB	Lead Telec Infrastructure Spec		$9,417	$11,447
PETC	Lead Telecommunications Spec		$8,495	$10,326
PSWB	Maintenance Worker I	F	$5,392	$6,554
PSVC	Maintenance Worker II	F	$5,665	$6,886
PSTE	Maintenance Worker III	F	$6,664	$8,100
PSNA	Maintenance Worker IV	F	$7,483	$9,095
91VC	Materials Technician		$5,942	$7,222
9XV1	Microfilm Technician II-Prj	F	$4,788	$5,820

Job Code	Classification	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
7CW1	Probation Community Assoc - Prj		$4,035	$4,904
VMTB	Public Health Mobile Clinic Op		$5,350	$6,503
PSSE	Pw Resources Assistant		$6,586	$8,006
GPWE	Recycle Center Attendant I	F	$4,494	$4,955
GPVA	Recycle Center Attendant II	F	$5,107	$5,630
PSWA	Road Maintenance Carpenter		$7,403	$8,161
PSWD	Road Maintenance Carpenter Ast		$6,470	$7,133
999F	Special Svcs Worker I	F	$3,255	$3,957
999G	Special Svcs Worker II	F	$3,713	$4,513
FATE	Sr Building Inspector	F	$10,082	$11,116
FRTA	Sr Building Plan Checker	F	$7,337	$8,918
NXTA	Sr Grading Inspector	F	$9,150	$11,122
PSTD	Sr Vegetation Mgmt Technician	F	$8,328	$9,182
PENA	SrCommEquipSpec		$8,740	$10,624
GWVC	Stationary Engineer	F	$8,039	$9,771
GWVD	Stationary Eng-Sys Spec I	F	$8,529	$9,403
GWTD	Stationary Eng-Sys Spec II	F	$8,953	$9,870
91VA	Storekeeper		$5,419	$6,587
91WC	Storeroom Clerk		$4,202	$5,107
91W1	Storeroom Clerk-Project		$4,202	$5,107
PEWK	Telecom Infrastructure Spec		$8,334	$10,130
PEWL	Telecom Specialist I	F	$5,889	$7,158
PEVA	Telecom Specialist II	F	$7,359	$8,945
GPWC	Vegetation Management Tech	F	$6,515	$7,183
ADWA	Video Production Assistant		$4,406	$5,356
6YVA	Vocational Instructor - Per Dm		$4,214	$8,761
P6WA	Water Qual Cont Opr I	F	$6,170	$6,802
P6VB	Water Qual Cont Opr II	F	$6,798	$7,495
9KW7	Weatherization/ Hm Repair Spec		$5,683	$6,265
GKWA	Window Washer		$4,612	$5,084
GP9A	Work Program Aide		$3,255	$3,255
GKNA	Work Program Crew Leader	F	$6,778	$7,473

ATTACHMENT A

Teamsters, Local 856
CLASS AND SALARY LISTING
Effective: August 1, 2026
ATTENDANT-LVN-AIDE UNIT

			Salary Range	
Job Code	**Classification**	**Flex Staff (F) / Deep Class (D)**	**From**	**To**
VT7F	Anesthesia Technician		$4,577	$5,845
VTWE	Cert Med Assist - Per Diem		$6,660	$6,660
VTWD	Cert Nursing Assist - Per Diem		$6,070	$6,070
VTWC	Certified Medical Assistant		$4,982	$6,055
VTWA	Certified Nursing Assistant		$4,160	$5,057
VQWC	Conserv/Gdnshp Program Aide		$4,450	$5,409
VT7H	Interim Permit Voc Nurse		$4,836	$4,836
V9VD	Lead Registrd Dental Asst		$5,318	$6,464
1ETB	Lead Sterile Proc And Dist Tec		$4,977	$6,049
VT7L	Lic Vocational Nurse- Per Diem		$8,499	$8,499
VT7G	Licensed Vocational Nurse		$6,051	$7,727
VT71	LICENSED VOCATIONAL NURSE PRJ		$6,051	$7,727
VT7K	Orthopedic Tech - Per Diem		$6,951	$6,951
VT7E	Orthopedic Technician		$4,536	$5,793
VQWB	Psychiatric Technician		$5,776	$7,376
VMWC	Public Hlth Dental Asst		$4,035	$4,904
64WP	Public Service Officer		$6,289	$6,934
V9WK	Reg Dental Assist - Per Diem		$7,245	$7,245
V9WG	Registered Dental Asst		$4,967	$6,037
VGW1	Registered Dental Asst-Project		$4,967	$6,037
V5TA	Sr Developmental Program Aide		$6,013	$7,309
VMVB	Sr Public Hlth Dental Asst		$4,639	$5,639
1EWB	Ster Proc Dist Tech - Per Diem		$6,760	$6,760
1EWA	Sterile Process And Dist Tech		$4,634	$5,633
VT7B	Surgical Technologist		$6,493	$8,291
V5WA	Therapist Aide		$5,452	$6,626

MEDICAL PLANS

Coverage Offered

The County offers the following Plans: Contra Costa Health Plans (CCHP), Kaiser Permanente, and Health Net

Co-Pays and Co-Insurance

The medical plan Co-Pays and Co-Insurance are as follows:

CCHP A:	$0 Office Visit in the RMC Network
	$0 Preferred Generic RX
	$0 Preferred Brand RX
	$0 Non-Preferred Brand RX
CCHP B:	$0 Office Visit in the RMC Network
	$5 Office Visit in the CPN Network co-pay
	$3 Preferred Generic RX co-pay
	$3 Preferred Brand RX co-pay
	$3 Non-Preferred Brand RX co-pay
KAISER PERMANENTE PLAN A:	$10 Office Visit co-pay
	$10 Preferred Generic RX co-pay
	$20 Preferred Brand RX co-pay
	$20 Non-Preferred Brand RX co-pay
	$10 Emergency Room co-pay
KAISER PERMANENTE PLAN B:	$500 Deductible Per Person
	$1000 Deductible Per Family
	$20 Office Visit Co-pay (not subject to deductible)
	$20 Urgent Care Co-pay (not subject to deductible)
	$10 Lab & X-ray Co-pay (not subject to deductible)
	$10 Preferred Generic RX co-pay
	$30 Preferred Brand RX co-pay
	$30 Non-Preferred Brand RX co-pay
	10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room
	$3000/Person and $6000/Family Annual Out of Pocket Maximum

TEAMSTERS 856 TRUST FUND KP HEALTH PLAN	$15 Primary Care Office Visit Co-pay $15 Physician Specialist Visit Co-pay $15 Urgent Care Co-pay $0 Most Lab & X-ray $10 Most Generic RX (up to 100 day supply) $20 Most Brand Name RX (up to 100 day supply) $0 Inpatient Hospitalization $15 Outpatient Surgery and certain other Outpatient procedures $35 Emergency Room Co-Pay (Waived if admitted) $1500/Person and $3000/Family Annual Out of Pocket Maximum
KAISER PERMANENTE HDHP:	$1500 Deductible Per Person (Single Coverage) $2700/first person, $3000 Deductible Per Family 10% Office Visit Co-insurance (After Deductible) 10% Urgent Care Co-insurance (After Deductible) 10% Lab & X-Ray Co-insurance (After Deductible) $10 Generic Rx (After Deductible) $30 Brand-Name Rx (After Deductible) 10% Inpatient Hospitalization Co-insurance (After Deductible) 10% Outpatient Surgery & ER Co-insurance (After Deductible) Single - $1700 deductible, $3400 Annual Out of Pocket Maximum Family - $3400/Person and $6800 Annual Out of Pocket Maximum
HEALTH NET SMARTCARE HMO A:	$15 Office Visit co-pay $25 Urgent Care Visit co-pay $10 Preferred Generic RX co-pay $20 Preferred Brand RX co-pay $35 Non-Formulary RX co-pay $50 Emergency Room Co-pay $0 Inpatient Hospital
HEALTH NET SMARTCARE HMO B:	$30 Office Visit co-pay $10 Preferred Generic RX co-pay $30 Preferred Brand RX co-pay $50 Non-Formulary RX co-pay $100 Emergency Room co-pay $1,500 Inpatient Hospital co-pay $250 hospital/$100 surgical center Outpatient Surgery co-pay

HEALTH NET PPO Plan A:	$10 Office Visit in network Co-pay $5 Preferred Generic RX Co-pay $5 Preferred Brand RX Co-pay $5 Non-Preferred Brand or Generic RX Co-pay $50 Emergency Room Co-Pay + 10% Co-Insurance (Co-Pay waived if admitted)

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Special Pays for Permanent-Intermittent Employees

All Units

Type of Pay (Pay Code)	MOU Section
County Overtime (OPT)	Section 7.1
FLSA Overtime (OTF)	None
Hazard Pay (HZ2)	Section 44
Jury Duty-Scheduled Work Day (JRY)	Section 18.H
Longevity (L05)	Section 5
Military Leave (MLX)	Section 17.4
Negotiations Time Off (T03)	Section 4
Shift Differential Pay at 5% (SH2)	Section 10
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Section 43
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Section 43

Unit Specific

1. Attendant-LVN-Aide Unit (Section 54.1)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Applicable Assigned Org (Org#)
LVN Weekend Shift Bonus (B25) $60.00	54.1.G		
Charge Pay (D47)	54.1.M	1. Licensed Vocational Nurse-PI (VT7G) 2. Psychiatric Technician-PI (VQWB)	Hospital & Clinics (0540)
Stat Call- Code Gray 10% Differential if No Hazard Pay(D91)	54.1.D		Hospital & Clinics (0540)
Stat Call- Code Gray 10% Differential in addition to Hazard Pay (D92)	54.1.D		1. Emergency (6383) 2. Psychiatric Emergency (6381) 3. Psychiatric Unit (6313)
5p.m.-9p.m. Shift Pay 12% (SH3)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 15% (SH4)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing
Double Shift Premium (SHC)	54.1.K		

Detention Facility Assignment Pay (HZ3) 10%	54.1.F		1. West County Detention (2580) 2. Martinez Detention (2578) 3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160) 6. Martinez Detention Infirmary (5700) 7. West County Detention Infirmary (5701) 8. Juvenile Hall Nursing (5702) 9. Detention Mental Health Martinez (5710) 10. Detention Mental Health West Co. (5711)

2. General Services and Maintenance Unit (Section 54.2)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Relief Cook (B73)	Sec. 54.2.I.8	1. Institutional Services Worker-Generalist (1KVD) 2. Institutional Services Worker- Specialist (1KVE)	CCRMC (6502)
Relief Pay(B97)	Deep Class Res. 88/61512	Institutional Services Worker-Generalist (1KVD)	
Stat Call- Code Gray 10% Differential in addition to Hazard Pay (D92)	54.1.D.		1. Emergency (6383) 2. Psychiatric Emergency (6381) 3. Psychiatric Unit (6313)
Custodian Work Training Juvenile Program (E31)	54.2.D.3.	Custodian I (GK7A)	
Tower Climbing (E70)	54.2.E.	Communications Equipment Specialist II (PEVB) Materials Technician (91VC) Telecommunication Specialist I (PEWL) Telecommunications Specialist II (PEVA)	Radio Communications Unit (4285)
Detention Facility Assignment Pay (HZ3)	54.2.D.5	Classes: Cook (1KWA) Lead Cook (1KTA)	1. West County Detention (2580) 2. Martinez Detention (2578)

		Stationary Engineer (GWVC) Detention Services Aide (64WG) Detention Services Worker (64VD) Lead Detention Services Worker (64TB) Custodian I & II (GK7A & GKWB) Institutional Services Aide (1KWC) Institutional Services Worker-Generalist (1KVD) Institutional Services Worker-Lead (1KVF)	3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160) 6. Martinez Detention Infirmary (5700) 7. West County Detention Infirmary (5701) 8. Juvenile Hall Nursing (5702) 9. Detention Mental Health Martinez (5710) 10. Detention Mental Health West Co. (5711)

3. Health Services Unit (Section 54.3)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
MH Weekend Shift Bonus (B15)	54.3.E.3	1. MH Activities Specialist (V2WC) 2. MH Clinical Specialist (VQSB) 3. MH Clinical Specialist-Project (VQS2) 4. MH Clinical Specialist- Unlic.-Project (VQ81) 5. MH Community Support Worker I, II (VQWE, VQVB) 6. MH Community Support Worker I-Project (VQW7) 7. MH Employment Placement Specialist (VQSG) 8. MH Specialist I, II (VQWD, VQVA) 9. MH Specialist I, II-Project (VQV1, VQW4) 10. MH Vocational Counselor I, II (VQWF, VQVC) 11. MH Vocational Counselor I,II-Project (VQW6, VQV2)	
Clinical Lab Charge Pay (D43)	54.3.B	Clinical Lab Scientist II (VHVD)	

Special Procedure Pay- Angiogram (D51)	54.3.H.3	1. Diagnostic Imaging Technologist III-A (V8NA), III-B (V8NB)	
Special Procedure Pay- Mammogram & CT Scan (D52)	54.3.H.2	1. Sr. Radiologic Technologist (V8VA)	
MH Assigned Lead (E18)	54.3.E.4	1. MH Specialist II (VQVA) 2. Sr. Mental Health Counselor (VQTA) 3. Clinical Psychologist (VQTB) 4. MH Clinical Specialist (VQSB)	
Cardio Pulmonary On Call (N17)	54.3.G.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 54.3.H.1	1. Diagnostic Imaging Technologist III-A (V8NA), III-B (V8NB) 2. Ultrasound Technologist II (V8TB)	
Call Back (N35)	8, 54.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG) 3. Ultrasound Technologist II (V8TB) 4. Diagnostic Imaging Technologist III-A (V8NA), III-B (V8NB)	
Shift Differential Pay at 10% (SNS)	54.3.G.4	Respiratory Care Practitioner I, II (VIWA, VIVA)	
HS Unit Education Leave Hours (T06)	54.3 (various)		

Special Pays for Temporary Employees

All Units

Type of Pay (Pay Code)	MOU Section
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Hazard Pay (HZ2)	Section 44
Paid Time Off (PTO, PTO-FML))	Section 49.4
Shift Differential Pay at 5% (SH2)	Sec. 10

Unit Specific

1. Attendant-LVN-Aide Unit (Section 54.1)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Applicable Assigned Org (Org#)
5p.m.-9p.m. Shift Pay 12% (SH3)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 15% (SH4)	54.1.C.2		Hospital Nursing Service, incl. Sterile Processing
Double Shift Premium (SHC)	54.1.K		

2. Health Services Unit (Section 54.3)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Shift Differential Pay at 10% (SNS)	54.3.G.4	Respiratory Care Practitioner I, II (VIWA, VIVA)	
Cardio Pulmonary On Call (N17)	54.3.G.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 54.3.H.1	1. Diagnostic Imaging Technologist III-A (V8NA), III-B (V8NB) 2. Ultrasound Technologist II (V8TB)	
Call Back (N35)	8, 54.3	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG) 3. Diagnostic Imaging Technologist III-A (V8NA), III-B (V8NB) 4. Ultrasound Technologist II (V8TB)	

Special Pays for Per Diem Employees

All Units

Type of Pay (Pay Code)	MOU Section
County Overtime (OPT)	Section 7.1
FLSA Overtime (OTF)	None
Shift Differential Pay at 5% (SH2)	Section 10

Unit Specific

1. Attendant-LVN-Aide Unit (Section 54.1)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Applicable Assigned Org (Org#)
Charge Pay	54.1.M	Licensed Vocational Nurse Per Diem (VT7L)	Hospital Nursing Service, incl. Sterile Processing
5p.m.-9p.m. Shift Pay 12% (SH3)	54.1.C.2	1. Certified Medical Assistant Per Diem (VTWE), 2. Certified Nursing Assistant Per Diem (VTWD), 3. Licensed Vocational Nurse Per Diem (VT7L), 4. Orthopedic Technician Per Diem (VT7K), 5. Registered Dental Assistant Per Diem (V9WK), 6. Sterile Processing and Distribution Tech Per Diem (1EWB), 7. Surgical Technologist Per Diem (VT7J)	Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 15% (SH4)	54.1.C.2	1. Certified Medical Assistant Per Diem (VTWE), 2. Certified Nursing Assistant Per Diem (VTWD), 3. Licensed Vocational Nurse Per Diem (VT7L), 4. Orthopedic Technician Per Diem (VT7K), 5. Registered Dental Assistant Per Diem (V9WK), 6. Sterile Processing and Distribution Tech Per Diem (1EWB), 7. Surgical Technologist Per Diem (VT7J)	Hospital Nursing Service, incl. Sterile Processing

Double Shift Premium (SHC)	54.1.K	Sterile Processing and Distribution Tech Per Diem (1EWB)	
Hazard Pay (HZ2)	44	1. Certified Medical Assistant Per Diem (VTWE), 2. Certified Nursing Assistant Per Diem (VTWD), 3. Licensed Vocational Nurse Per Diem (VT7L), 4. Orthopedic Technician Per Diem (VT7K), 5. Registered Dental Assistant Per Diem (V9WK), 6. Sterile Processing and Distribution Tech Per Diem (1EWB), 7. Surgical Technologist Per Diem (VT7J)	1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

2. General Services and Maintenance Unit (Section 54.2)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Hazard Pay (HZ2)	44		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

3. Health Services Unit (Section 54.3)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Shift Differential Pay at 10% (SNS)	54.3.G.4	1. Respiratory Care Practitioner – Per Diem (VIVB) 2. Lab Tech II – Per Diem (VJVC) 3. Substance Abuse Counselor – Per Diem (VHV3)	
Clinical Lab Charge Pay (D43)	54.3.B	Clinical Lab Scientist II Per Diem (V8NB)	
Hazard Pay (HZ2)	44	1. Substance Abuse Counselor Per Diem (VHVE) 2. Laboratory Tech II – Per Diem (VJVC) 3. Diagnostic Imaging Technologist III-A – Per Diem (V8NC), III-B – Per Diem (V8ND)	1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553)

			20. Outpatient Registration (6570)

HEALTH SERVICES ASSIGNMENT/SHIFT PROCESS REOPENER

Upon request of the Union, during the term of this MOU, the County agrees to meet with the Union to explore the feasibility of implementing a process for the Health Services Department to 1) offer permanent employees the opportunity to request a change in assignment and/or shift when the Department has a need to fill an assignment and/or shift before using a temporary or per diem employee or registry staff to fill the assignment and/or shift, and 2) consider a temporary employee's length of employment in the Department when using a temporary employee to fill an assignment and/or shift.

SIDE LETTER
(Public **Service Officers/Rangers)**

Effective upon signing and cor,tinuing until cancelled, amended in writing and signedby both parties or the termination of employment of all of the individuals identified below as a Public Service Officer, tr.is Side Letter is entered into by and between Public Employees Union, Local One ("Local One") and Contra Costa County ("Cour.ty").

Local One and the County have met and conferred about the County's desire to replace, through attrition, Public Services Officers ("PSOs") with Sheriff's Rangers ("Rangers"). As a result of the meet and confer, the parties have agreed as follows:

1. Each current PSO, Julie Ambriz, Christopher M. Fisco, Anthony Franchi, Tambra Gutierrez, Charles S. Lawary, Kenneth Randall, Henry Smith, Jr., and John Ward, will continue to work for the County as a PSO until he/she retires, voluntarily resigns, voluntarily accepts another position within the County or is terminated for cause pursuant to the Memorandum of Understanding between Local One and the County and/or the Personnel Management Regulations.

2. The County may replace a PSO who retires, voluntarily resigns, accepts another position or is terminated for cause with a Sheriff's Ranger.

3. No PSO will be laid off unless all Rangers assigned to EHSD other th an one assigned to the North Richmond Service Integration Team site located at 15350 Third Street have either been laid *off* or reassigned to an assignment not at EHSD.

4. PSOs shall be rehired from the layoff list before any Ranger is recall or reassigned to an EHSD site.

5. If a position occupied by a PSO *or* a Ranger assigned to the Employment and Human Services Department other than the position at the North Richmond Service Integration Team site located at 15350 Third St. becomes vacant during the term of this Side Letter, and one or more PSOs bids for it the position will be awarded to a PSO. If more than one PSO bids for the position the bid will be awarded pursuant to Section 22.4 of the Local #1 MOU except that if two PSOs bid one of the two will be awarded the position.

6. The bidding for vacant positions described in paragraph 5 above, will not include the North Richmond Service Integration Tearn site located at 15350 Third Street.

7. The work schedule for any vacancy described in paragraphs 5 and 6 above is within the unfettered discretion of the County.

8. All of the provisions set forth in paragraphs 1 through 6 above shall apply only to the individuals identified in paragraph 1 above.

9. To the extent that the prov1s1ons o· this Side Letter are in con flict with any applicable MOU, the provisions of this Side Le ter shall cont rol.

FOR LOCAL ONE

FOR THE COUNTY

SIDE LETTER

Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem

This Side Letter is by and between Public Employees Union, Local One ("Local One") and the County of Contra Costa ("County") and is effective on April 1, 2010, only after it is approved by the Board of Supervisors.

This Side Letter applies only to the classifications of Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem.

With regard to the classifications of Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem, Local One and County agree that each incumbent in these two classes who is **not** a retiree of Contra Costa County, may work no more than 680 hours in a calendar year and each incumbent who **is** a retiree of Contra Costa County, may work no more than 960 hours in a calendar year. Additionally, the parties agree that these same incumbents may only work under the following conditions:

1. To cover for a permanent employee who is absent from work;

2. When there is a temporary need for additional staffing due to an increase in the patient census or other increases in patient services, or when there is a special assignment or project in preparation for, or as a result of, regulatory audits/ mandates; *or*

3. When there is a vacant position and the County is actively recruiting to fill it. (The hourly limits of 680 and 960, set forth above, do not apply to incumbents who are working under this third condition.)

The parties agree that the incumbent Cardiac Ultrasonographer - Per Diem, Ms. Cynthia Lai, may continue to work her current schedule.

The County will offer work to County employees, including Per Diem employees, before it uses a registry, provided the County employee has the appropriate experience and expertise for the specific assignment.

The terms of this Side Letter will be incorporated into the next MOU between the County and Local One.

LOCAL ONE:

Roland Kaffof
Supervisor/At ByJness Agent

COUNTY:

Human Resources Director

H:\PER B\Local 1 Cardiac Ultrasonographer Per Diem \Side Letter Cardiac Ultrasonographer & Fharmadst 4 6 10. wpd

SIDE LETTER

Phys ical Therapist-Per Diem and Occupational Therapist-P er Diem

Tris Side Letter i by and beti,yeen Public Employees Union, Local One ("Local One") and the County of Contra Cos a ("Coun ty") and is effective on the date it is adopted by th e Boa d of Supe rvisors.

Thfs Side Letter applies only to the classifications of. Physical Therapist-Per Diem and Occupational Therapist-Per Diem.

Employees in the classifications of Physical Therapist-Pe r Diem and Occupational Therapist-Per Diem may work only under the following conditi ons:

1. To cover for a permanent employee who is on a leave of absence from work;

2. To cover for a permanent employee who is absent from 1ivork, not on a leave of absence, and using accrua ls such as vacation, sick ieave , persona l holiday, and the like, but not to exceed 680 hours annually per emptoyee;

3. To cover weekends and/or holidays;

4. When there is a temporary need for addi tion al sta ffi ng due to an increase in the patient ce sus or o"hei increases in patient ser1ices, or v:hen there is a special assignment or project in prepara tion for, or as a resul t of, r egu! to ry audits /mandates, but not to exceed 680 hours annually par employee; or

5. When there is a vacant position and the Coun' y is actively recruiting *to* fi!l it.

6. When the e is a tempor ary nee d for addifo nal staffing to backfil l a position that is assigne d to a special project that will exceed 680 i-murs in a year, e.g. the EPIC project.

The partie s agree that the foltowing employees in the classifica tio ns of Physical Therapis t-Per Diem (PT-pd) and Occupa tional Therapist-Per Diem (OT-pd) may con tinue to iNOr k thei r cur rent sch edules , as fol ows:

Emp oyee	Classifica tion	Cu rren t Schedule
1 . Hector Oksenendlei	PT-pd	Tuesdays and Thursdays (10 hrs per day)
2. Vicki Ross	OT-pd	Tuesdays and Wednesdays (10 hrs per d ay)

3. Patrice Perlin	OT-pd	2 weekend days and one rvlonday per month
4. Judi th Mi ller-Yamada	PT-pd	One weekday. and one Thursday per month
5. Zefda Hood	OT-pd	Every Friday and one weekend day per month
6. Yvonne Tweeten	OT-pd	Two or three Fridays per month
7. Mila Rodgers	PT-pd	Tuesdays and Thursdays (5 hrs per day)

The County will offer work to County employees, including Per Diem employees, before it uses a regist ry, provided the County employee has the appropriate experience and expertise for the specific assignment.

Permanent employees who work in the Division of Hospital and Health Centers will be required to work on weekends only after there is an insufficient number of per diem employees who volunteer to work. The "CCRMC Rehabilitation Therapy Services Occupational i Physical T herapist and Therapist Aide Weekend Rotation Schedule" agreement sig ned on December 22, 1999 will remain in full force and effect.

The terms of this Side Letter 'Nill be incorporated into the next MOU be .veen the Coun ty and Local One.

LOC.AL ON1=.:

Roland Katz

Su-p ng Business Agen'

COU1 TY :

Ted Cwiek /
Hum an Res& rces Directo

TEAMSTERS' DRIVE PROGRAM

The County will provide payroll deductions for those members who voluntarily elect to participate in the Teamster DRIVE program (civic engagement for voter registration and political education).

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GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 200
Martinez, California
Extension 3-7100
FAX 3-7108

DATE: March 7, 2001

TO: Arlyn Erdman, Local 1 Business Agent

FROM: Karen Eckerson, Administrative Services Assistant III

SUBJECT: Implementation Agreement for Class 8 Physical Examinations

---

This is to confirm the understanding we have reached regarding payment by the General Services Department for physical examinations for employees who are required ta have Class B driver s licenses.

- Employees , who must maintain a Class B driver's license for their positions, may have the physical examination required for the license performed at Occupational Health Services at the expense of the General Services Department. Employees who choose to have their own doctors perform the examination must pay for these services themselves .

- The General Services Department will allow employees to undergo required physical examinations during the workday at a time mutually agreed upon by the employee and supervisor.

- If the employee does not receive certification for the license at the first examination, the General Services Department will pay for a follow up examination, at Occupational Health Services, to obtain the certification. The employee will assume financial responsibility for any medical treatment required to obtain certification.

- The General Services Department will pay for claims for Class B driver's license physical examinations (that meet the criteria outlined above) submitted on an Expense Demand form, with receipt, up to six months retroactive from the first date of our discussion , December 14, 2000.

If this understanding reflects our agreement as you understand it, please sign below to indicate your acceptance --

Arlyn Erdman

ATTACHMENT N

Contra Costa County

Human Resources Department

Administ ation Building
651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

Lori Gentles
Assistant County Admin istrat or
Director of Human Reso urces

October 2, 2007

Letter of Ag_ree_l'l f!nt

Contracting for Services from Rehabilitation Programs

The County may enter into a contract with nonprofit organizations pursuant to County Administrativ_e Bull tin No. 612.0, adopted on October 2, 2007, for purposes of performing work presently performed by private contractors. Except as stated in the previous sentence, the County shall not enter into a contract with a nonprofit organization, pursuant to the Administrative Bulletin to perform the type and kind of work performed by Local One's represented employees.

For Public Employees Union Local One

Sign.ature 10.25.07 Date

For Contra Costa County

Signature 10-18-07 Date

SIDE LETTER AGREEtvIENT **ATTACHMENT O**
HOLIDAY COVERAGE AT REGIONAL ivfEDICAL CE:t\TER
FEBRGARY, 1999

Contra Costa Regional Medical Center has requested 24-hour Stationary Engineer coverage for County holidays. To try to ensure adequate coverage and to be fair and consistent in detennining how coverage is provided, the following procedure is being implemented.

1. At least 30 days prior to a County holiday, the Facilities Maintenance Manager or designee will circulate/post a request for holiday coverage of a least one Engineer for each of three shifts: day, swing and graveyard.

2. Employees will be selected in seniority order if more than one permanent Engineer signs up for any shift.

3. If all shifts cannot be covered '-'Olunt9.r!!y, then inverse seniority will be used to fill any· remaining shifts. If there are "ties" among Engineers for lowest seniority, then a "random" selection will be made (e.g. drawing numbers).

4. An exception to the above will be used to cover the following four holidays: Thanksgiving and Friday following, Christmas and New Years. These four holidays will be posted at the same time each year to allow for a more equitable distribution of required overtime. Any shifts which cannot be filled on a voluntary basis will be filled using either temporary staff or permanent staff in inverse seniority order. For example, if there are five shifts to be filled, then the five least senior staff will be put into the pool, and a random selection made such that each of them will fill one shift.

5. Nothing herein precludes any Stationary Engineer or Lead Stationary Engineer, temporary or permanent staff from volunteering for shifts. It will be the decision of management as to the appropriateness of paying overtime, using temporaries, staff from downtown assignments and /or Lead staff to fill shifts.

6. Management reserves the right to make changes to this agreement as may be necessary due to staffing issues, budgetary constraints, Health Services Department service needs or other operational issues. Should changes be necessary, management agrees to meet and coi1fer \;·i h Local 1'Jc. 1 en the i!np!ernetatio :1 of those chzinges.

If the foregoing conforms \Vith your understandin g, please indicate your acceptance in the space provid e d qelow.

Colr · a Costa County

Ge ncr a. erv ices Dept.

Employees A. 5oc, Lo:rl

Da:e

Uat e

COUNTY PROPOSAL NO. 4
2005 County-Local One Negotiations
Presented: **August 10, 2006**

Side letter:

PUBLIC EMPLOYEES UNION LOCAL# 1
ATTENDANT-LVN-A!DE UNIT PROPOSAL
AUGUST 10, 2006

Attendant-LYN-Aide Unit Career Advancement Program

The Health Services Department will estabfish a career advancement program for Certified Nursing Assistants, Certifled Medical Assistants, Licensed Vocational Nurse and Psychiatric Technicians for the purpose of obtaining a license in the classification of Psychiatric Technician, License Vocational Nurse or Registered Nurse. The County will provide employees who are enrolled in an approved education program to obtain such a license with an amount of money to be determined to help pay for tuition or other fees for such a program. The County will forgive repayment of the money advanced if the employee is employed by the County in the classification for which the employee obtains the ncense. The forgiveness will be on a graduated scale based upon the amount of time the employee is employed by the County in the classification for which the employee obtains the license.

The parties shall meet regarding the implementation of this program no later than October 1. 2006.

Date: _....(k...i.=....a:S.....r.....J.. ... . / CJ. ._u.t_>f _

FOR THE **COUNTY:**

FOR THE LOCAL ONE:

Contra
Costa
(_;County

Public Works Department
Maintenance Dlvis!on
24 7 5 Waterbrrd Way
Mariinez, California 94553-1457
FAX: (S I Oi 31 3-701 4
Telephone: (510) 313•7000

C-HR SEP26'96AM 4:07

J. Michael \Va
Public Wor',u D tre ctor

Mtlton f. Kubicek
D ;,ury-Englneu1ng

Patr.cia R. McNamee
D"puty - Opera,:on..

Maur:ce M. Sh iu
Deputy - T,.-.nsporta Lion

S. CU/ford Hans-en
Dc;,uty - Ad mln lst racton

September 10, 1996

Mr. Henry Clarke
Con tra Costa County Employees Assoc.
Local flt
P.O. Box 222
Martinez, CA 94553

Dear Ivk Clarke:

The. purpose of this letter is to c:.ffirm an understanding ree.ched bet'.,,,-eer. the PubLic Works Depar-ment and Contra C c s ta County Employees' Association, Local #1, regarding continuing education requireme:"tS for individuals in the classifications of Vegetation lvf.anageoeot T hnician and Senior Yegetatlon Management Te-,::hrijcian. This letter will replace the side letter of July 30, 1992, to the existing Memorandum of Understanding betv.·een Co nt ra Costa County a.id Contra Costa County Employees Assoc_iation, Local #1.

On August 7, 1996, the follo-w:mg unde-rstanding w2.s reached:

The Public Works D part ment agrees that the present continuing education r uirements for licenses/certificates .required as rn.irumum qualifications for the classifications of Vegetation 1',.fancgement Tedmici::.n and Senior Vegetation ?vfanagement T edmician., will be satis tied on County time and at Co"unty ex--pense .

Individuals in the classifications of Vegetation Mar1agement Technician 211d Senior Vegetation Ma.nageir.ent TechnicLan t\ri.lJ-" recei ;,e 40 hours of co ntinuin g education v,ithm eacr nvo-year certificate period.

The choice of which courses, conferenees or serriinars employees '\ltill attend wiil be the sole prerogative of management. For all progra.rns that rur: for more: than one day and are outside a 50-land-mile r qius of the M...artinez Corporation Yard, the employees will be provided ·01·h overnight accommodations, provided there a.re mowing and/or evening educational events, scheduled outside the empfoyees no;m2i 10 hour work day. The empioyees agree to accept tbe overnight accornrnodat.ions in lieu of County *po.id* oveiti:me for 211y events attended 2. 11.d/or travel time outside the 10-hour work day.

Ift.1e foregoing corifirm.s your understand.ir.g of the Egr¢<!me:it we reached on August 7, 1996, please indicat your i!.pproval and acceptance in the space provided below.

CONTRA COSTA COUNTY EMPLOYEES
A..SSOCIATION, LOCAL N0.1

BY: Henry L. Clarke

DATE: 9/12/96

BY: James S Salvarrey

DATE: 9-12-96

CONTRA COSTA COUNTY
HUMA.t RESOIJR CES

BY: _____

DATE: _____

CONTRA COSTA c o m-r r Y
P.UBU C \VORXS DEPARTMENT

BY: A. Clifford Kinsey

DATE: September 24, 1996

If you have any quest ion.s regardi.ri_g th.is issue please call me at (510) 313-7010.

Very truly yours,

'117!u-J]uJ-'@

Marar/ h.re . .
AdrruD.1.-strahve Semces Assistant ill
Administration Division

cc: A rnL'1!-til Va Sc!i -l1.:.C'3
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S. PorW, M3.lr.t

SIDE **LETTER**

(Guardian Security Contract)

Effective on September 18, 2008, and continuing until cancelled or amended in writing and signed by both parties, this Side Letter is entered into by and between Public Employees Union Local No. 1 CLocal No. 1") and Contra Costa County ("County").

Local No. 1 and the County have met and conferred over the County's decision to enter into a contract with Guardian Security Services ("Guardian") to perform certain work of the type and kind performed by employees represented by Local No. 1 and assigned to the Attendant-LYN-Aide Unit, specifically Public ervice Qff.icers ("PSOsn)-who ·work at ErnplO¥menLancLI:iuman5.etllices Department sites, other than Community Services Bureau CCSB") sites . The contract between the County and Guardian for 2008-2009 will also cover services provided by Guardian at CSB sites that heretofore had been covered by another contract. As a result of the meet and confer, the parties have agreed as follows:

The County may only use Guardian personnel to fill in for PSO absences at sites, other than CSB sites, and may only do so if no PSO is avaiiable to perform that work.

This agreement doels not preclude the County from continuing to use Guaraian personriel at CSB site·s as it has used them under previous contracts with Guardian.

Date Signed: $q(t\}/oV$

FOR LOCAL No. 1

FOR THE COUNTY

Contra Costa Regional Medical Center Rehabilitation Therapy Services
Occupational/Physical Therapist and Therapist Aide vVeekend Rotation Schedule
Six-Month Review
Initial Implementation Date: February 1, 2000

The current community standard for the provision of rehabilitation services is at minimum six days per week, and increasingly seven days. The philosophy behind these expanded services is to expedite the time in which therapie s are initiated, in particular to patients whose recovery and subsequent discharge will also be expedite d. In order to maintain a competitive position in the Contra Costa County service deli very area, it is necessary for the Rehabilitation Therapy Services Department to make a simi lar expansion of services. Recently, the influence of Managed Care and Critical Pathways have further necessitated the need for full service availab ility seven days per week.

Spatial constraints within the Martinez , Richmond and Pittsburg Health Centers have necessitated the addition of expanded hours. Martinez currently offers Outpatient Phys.i.cal Therapy 7:00 am to 7:00 p.m. Service needs may include the expansion of similar hours during the evenings in which the Health Centers are open.

The following proposal is made in consideration of both staff and patient needs. All attempts will be made to implement changes equally for OT and PT, as possible.

All attempts will be made to max imize utilization of staff member s who are interested in volu nte ering to work the expanded hours. Efforts will be made to hire additiona l staff , as available and authorized.

WEE KE1 OS

1. Weekend coverage may consist of Saturday and/or Sunday.

2. Core weekend staffing for inpatient medical-servic e coverage will consist of one PT, one OT and one Therapist Aide. The exception is a second PT on Saturday. Inpatient psychiatr ic coverage will consist of one OT and one Therapist Aide Saturday and Sunday.

3. All clinically competent perman ent inpatient and outpatient therapy staff will be included in a weekend coverage rotat ion. All future permanent applicants will be informed of this expec tation. Per diem therapists, who are competent and interested in weekend hours, will be recrnited as authorized to reduce the frequency of, or eliminate permanent staff weekend rotations.

4. The rotation schedule will never result in a permanent employee being scheduled for more than two weekend days per four week period, howeve r, employees may exercise the option to work contiguous weekend days.

5. A three-month (twelve week) rotation schedule for perman ent staff will be established no later than thirty (30) days before the start of a rotation. Per Diem staff who desire to work

CCCRMC Rehabilitation Therapy Services
Occupation/Physical Therapist and Therapist Aide Weekend Rotation Schedule
Six-Month Review

additional weekend hours will be schedu led into the rotation schedule. Permanent staff will have the ability to indicate weekends they don' t wish to work, and reasonable attempts will be made to acco mmodate these preferences.

6. Full-time staff members who work Saturday or Sunday **may request** a scheduled day off dur ing the same pay week. Whenever possible, contiguous days off will be allowed, unl ess preclu ded by payroll requirements or staffing emergencies. All requests for days off will be coordinated and approved by the Rehabilitation Therapy Services Ass istant Director in adva nce of the day worke d.

7. Requests for additional time off will be handled via the Advance Jzequest for Time Off forms. Once sched uled , a therapist will be required to wo rk. If a therapist requests add itional time off, which includes Saturday or Sunday for which s/he has already been scheduled, it is his/her responsibili ty to find a replacement and communicate any "trades" with his/her supervisor. The supervisor is respons ible to con firm the trade in wr iting to both part ies. The supervisor will not schedule a therapist to wo rk a Saturda y or Sunday when days off inunediately preceding or following that week end are already approved.

8. When a therapist is scheduled to work a Saturday or Sunday wh ich is part of a county holiday (three day) weekend, efforts will be made to allow the therapist the same numb er of contiguous days off with in the same pay week. Scheduling will be made by takin g employee prefere nces , as well as staffing leve ls, into consideration.

9. Efforts will be made to esrablish a consistent pool of employees to fill weekend schedule openings. A rotational on-call schedule for permanent staff will be esrablished when necessary in the three-month rotation schedule. Scheduled on-ca ll staff will receive on-call pay in accordance with Local One MOU section 9. Weekend on-call hours are the four (4) hours between 7 : 00 am through 11:00 am, unl ess agreed otherwise.

10. In the event of staff illness, the staff member will contact the Assistant Director or designated rep lacement supervisor . The director /supervisor will notify the on-call staff member of the need to fill th e assigned shift.

11 . In emerge ncy circu mstances , the supervisor can implement a mutually agreeable modified treatm ent schedule with the employee providing that cove rage. Overtime will be authorize d when necessary.

12. A prioriti zation list will be utilized to a ist the rapists in their effo rts to coordinate treatment. These priorities will be deve loped by the supervisor with staff in put , and will be shared with medical and nursing personnel.

CCCRMC Rehabilitation Therapy Services
Occupation/Physical Therapist and Therapist Aide \Veekend Rotation Schedule
Six-Month Review

EVENINGS

1. Patient wai tin g li s ts and ava ilable e venin g Health Center hours may result in the need for eve ning staffing assignments.

2. Ass ignm en ts will init ially be limite d to current Rehabilitation Clinic Locations, Richmond and Pittsburg. Should services be expanded to additio nal ambulator y care sites wh ich necessitate even in g hours, the depar tment will meet and confer as required regard in g staff assig nments/hours.

3. A rotation of all clin ic ally competent staff will be utilized while permanent vol un tary staffing is pursued.

Signahires below acknowledge acceptance of the agreement

7/12/2000
Bill Schlant, Lead Business Agent — Date
CCC Employees Assoc iation, Local One

£- Terrill, Perso nnel Services Assistant — 7-10-00 Date
Contra Costa County Health Services

Wee kend OTPT Staffing

CONTRA COSTA COUNTY
RETURN TO WORK
POLICY FOR INJURY OR ILLNESS

I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.

A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on a form supplied by the County or on the physician's letterhead.

B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.

II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.

III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.

IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.

A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.

B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible, the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;

2. The operational and financial needs of the department; and

3. The availability of a suitable work assignment.

Either party may appeal the Committee's decisionin writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit and injury report for industrial injuries and illnesses on a timely basis.

2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments. They will also maintain a centralized record of all assignments.

3. Inform department employees of the Return to Work Policy

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.

5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.

6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.

2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County.

3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.

4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.

5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.

2. Assist departments in identifying and developing suitable restricted duty assignments.

3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.

4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.

5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.

6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.

C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.

D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.

F. Risk Manager: The person designated by the County Administrator to serve as Risk Manager.

G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

August 12, 2026

SIDE LETTER
BETWEEN
CONTRA COSTA COUNTY AND TEAMSTERS 856

This Side Letter is by and between the Teamsters Local 856 and the County of Contra Costa ("County") and is effective on the first of the month when adopted by the Board of Supervisors.

During the term of this MOU, the County will contract with one (1) or more outside consultants to conduct a compensation survey of classifications represented by the Union and to identify benchmark classifications. The County will request proposals for the compensation survey no later than September 30, 2026 and will include a request for quarterly progress updates.

A. County and Union Collaboration

The parties will meet no later than September 18, 2026 to review the current classification listing for the purpose of identifying historically unused or inactive classifications that may be excluded from the scope of the survey. The parties will meet to discuss compensation factors for comparison and complete discussions no later than October 16, 2026.

Throughout the survey, the County will meet with the Union every ninety (90) days (quarterly progress meetings), upon request, to review the consultant's progress with the survey and provide input.

B. Comparator Agencies:

The following comparator agencies will be utilized in the classification survey: Alameda County, Marin County, Napa County, City and County of San Francisco, San Mateo County, Santa Clara County, Solano County, and Sonoma County. If fewer than four (4) comparable classifications are identified, the County will work with the consultant to expand the search to include other comparable agencies as identified by the consultant. If the expanded search still results in fewer than four (4) comparable classifications, the survey provided to the Union will document the expanded search and its results.

C. Completion of Survey:

The survey will be completed and delivered to the Union no later than sixty (60) days prior to the expiration of the MOU. The Union and the County recognize that this is an accelerated timeline that will require third parties to perform tasks related to the completion of the survey. The County and Union share an interest in receiving quality work product in a timely manner. Accordingly, the parties will work in good faith to facilitate the timely completion of the survey, recognizing that the timing of completion may be affected by its scope and complexity, as well as factors outside

the parties' control. If there are concerns about the timely completion of the survey the parties will discuss potential solutions during the quarterly progress meetings. Upon the Union's request, the parties will meet to collaboratively review the findings.

Nothing in this Section requires the County to provide a salary adjustment to any classification, achieve or maintain any specific market position, or implement any recommendation or finding resulting from a compensation survey.

All other terms and conditions of the MOU between Contra Costa County and Teamsters, Local 856 remain unchanged by this Side Letter.

Date: 8/12/2026

Contra Costa County: *(Signature / Printed Name)*	**Union Name:** *(Signature / Printed Name)*
/ Emily Prescott	/ MATTHEW FENNEGAN
/ Dan Sabbe	/ Mark Jones
/ TIA WILBORN	/ CHRISTOPHER VASQUEZ
/	/ GREG EASTWOOD
/	/ ABNESH KISHOR
/	/ MARIA VASQUEZ
/	/ April Loveland
	Steven Fowler
	Ed Moore
	Javier Gutierrez
	Zachary Lowery
	Annette Ramirez
	Erika Cruz
	BRIGITTE OLIVA
	Angelica Matamoros
	Veronica McManus

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3726 **Agenda Date:** 8/25/2026 **Agenda #:** D.4.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Update on Head Start Programs and Oversight

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
CONSIDER accepting the monthly update on the activities and oversight of the County's Head Start Program; APPROVE the FY24-25 Single Audit findings related to Head Start; APPROVE the revised Head Start Governance Policies, Resolution No. 2023/274 and Resolution No. 2023/499; and provide guidance, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:
There is no fiscal impact.

BACKGROUND:
Per Board Resolution No. 2023/274, the Board receives monthly updates on and provides guidance related to the activities of the Head Start program. This is the August 2026 update.

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

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

Early Childhood Education Program Update

August 25, 2026
Marla Stuart, MSW, PhD, EHSD Director and Head Start Executive Director
Sarah Reich, Community Services Bureau Director and Head Start Director
info@ehsd.cccounty.us | (925) 608-4800

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Outline

Topic	Federal Head Start	State Child Care
Federal Environment Updates	To date	
Child Care Center Services	June 2026	June 2026
Policy Council Actions	No meeting scheduled	
Budget	June 2026	June 2026
Monitoring	June 2026	June 2026
Official Funder Communication	July 2026	July 2026
Board Policy	✓	
Recommendation	✓	
Appendices	For information	

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

Federal Environment Updates

Sources of Information

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

Categories of Impact

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

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

Building Brighter Futures Together

FY26-27 ECE Service Expansion

OHS Priorities	Related County Governing Body Priorities / Program Goals	FY26-27 Program Objectives	FY26-27 Program Update
II. **Partnerships with State Systems:** Expand Head Start programs' capacity to coordinate services with state systems and national programs.	• Use state funding to extend hours to support commuting parents working varied shifts. • Maximize receipt of state funding by matching more than the required 20%	• Objective 2: Expand availability of full-day child care and development services by transitioning 6 part-day classrooms into 3 full-day classrooms.	• Shifted 6 part-day classrooms into 3 full-day classrooms effective July 1, 2026.
III. **Reaching Children and Families:** Ensuring that Head Start resources are targeted to children, families, and communities of greatest need.	• Distribute slots equitably throughout the county based on economic need. • Increase the number of slots to serve closer to 100% of eligible children and families. • Shift slots from Head Start to Early Head Start given that California public schools now offer free Transitional Kindergarten for children aged 4	• Objective 3: Open and fill 2 new Early Head Start classrooms. Assess need for additional slot conversions based on updated community assessment findings.	• Opened 70 new state funded slots effective July 1, 2026. • Anticipate opening 2 infant/toddler classrooms in directly operated centers in Districts 3 and 5 following license approvals.

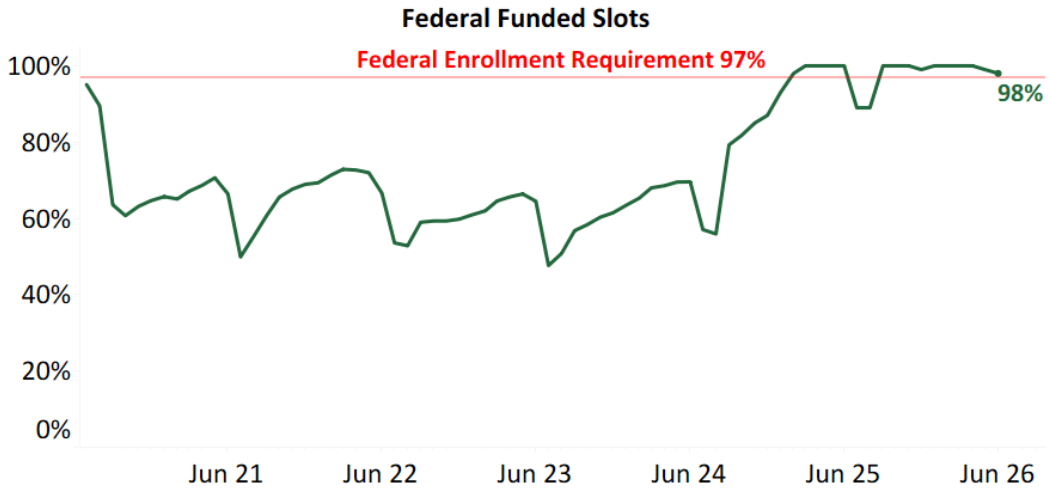
FY26-27 ECE Slots by District

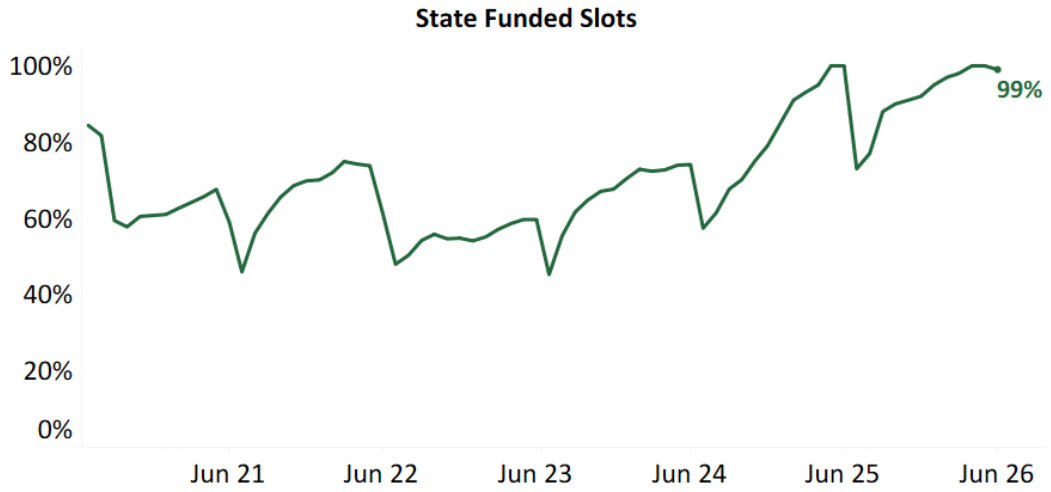
	% of County's 0-5 Income Eligible Population*	Sep 2024 (Start of Grant)		Jul 2026 (Current Fiscal Year)		Difference in # Slots
		# Slots	% Slots	# Slots	% Slots	
District 1	31%	469	39%	499	39%	+30
District 2	9%	48	4%	48	4%	-
District 3	18%	264	22%	252	20%	-12
District 4	13%	20	2%	20	2%	-
District 5	29%	395	33%	447	35%	+52
District Total	100%	1,196	100%	1,266	100%	+70
County-wide	N/A	149	N/A	149	N/A	-
COUNTY TOTAL**	100%	1,345	100%	1,415	100%	+70

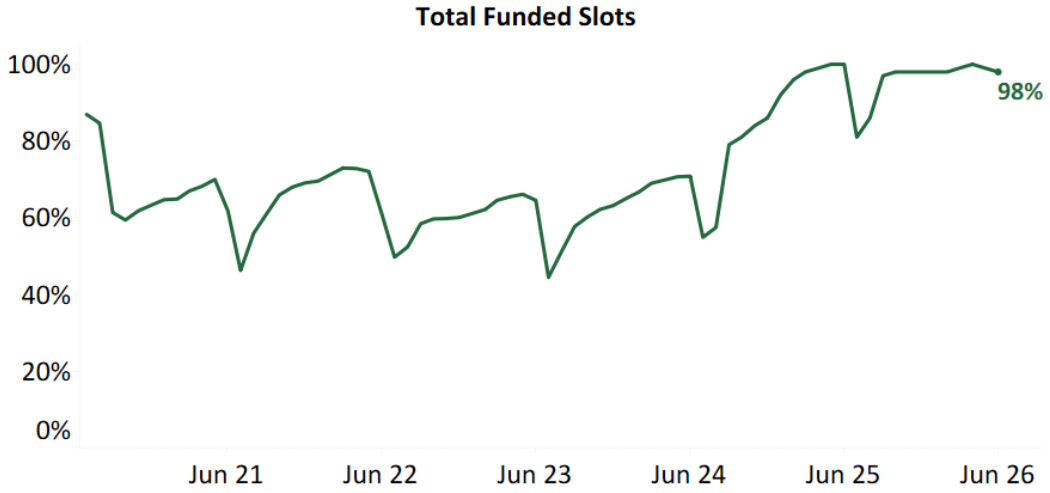
*Income eligible population defined as at or below 100% federal poverty level, as of 2024 US Census Bureau American Community Survey.
**Planned EHS classrooms opening later this year not included until licensing has fully approved them.

Building Brighter Futures Together

Center Enrollment Rates







Current Slot Allotments:

- Federal Slots (Head Start) = 1,201 (1,175 filled slots as of June 2026)
- State Slots (CDE and CDSS) = 764 (753 filled slots as of June 2026)
- Total Unique Slots = 1,345 (1,316 filled slots as of June 2026)

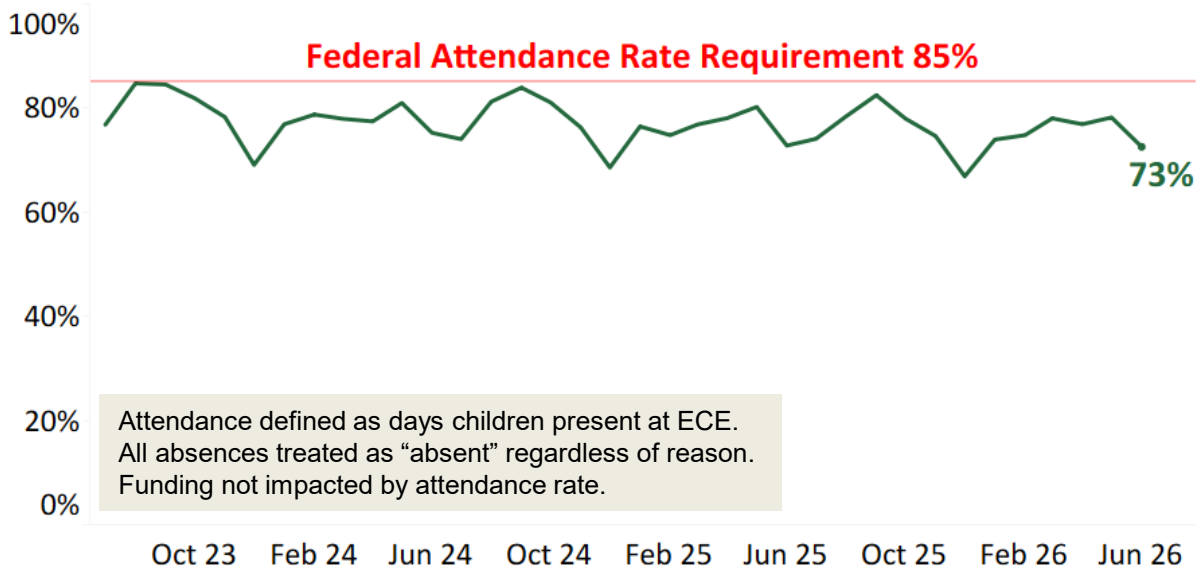
Current Enrollment Requirements:

- Federally Funded = 97% slots filled
- State Funded = Currently “hold harmless” meaning no penalties for not filling all slots. When “hold harmless” ends in June 2026, we will no longer be funded for unfilled slots.

Building Brighter Futures Together

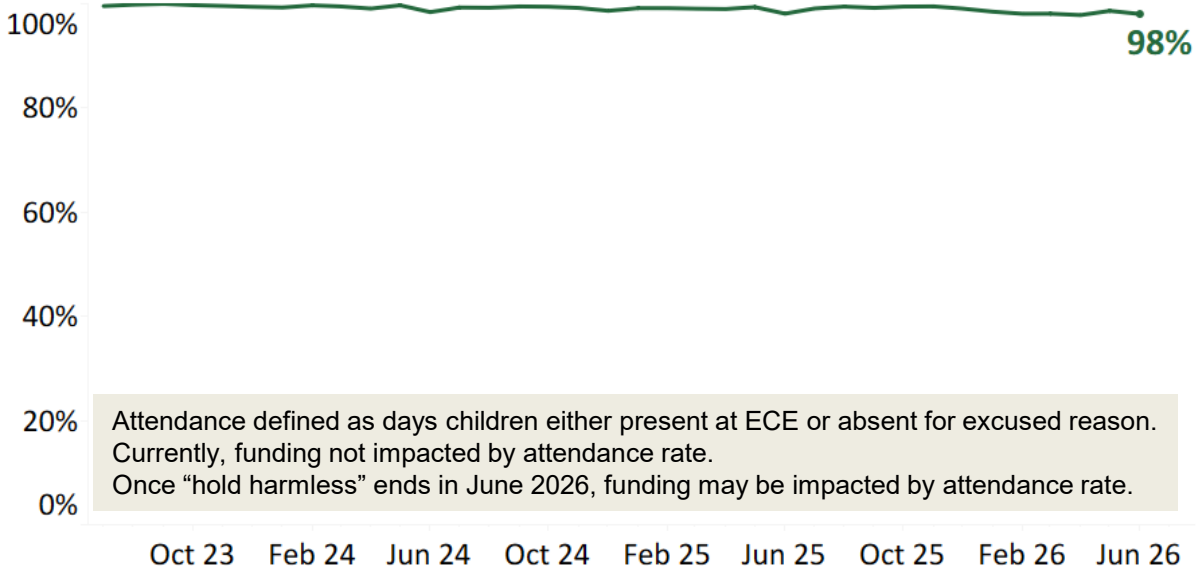
Center Attendance Rates

Federal Slots Attendance Rate



Attendance defined as days children present at ECE.
All absences treated as "absent" regardless of reason.
Funding not impacted by attendance rate.

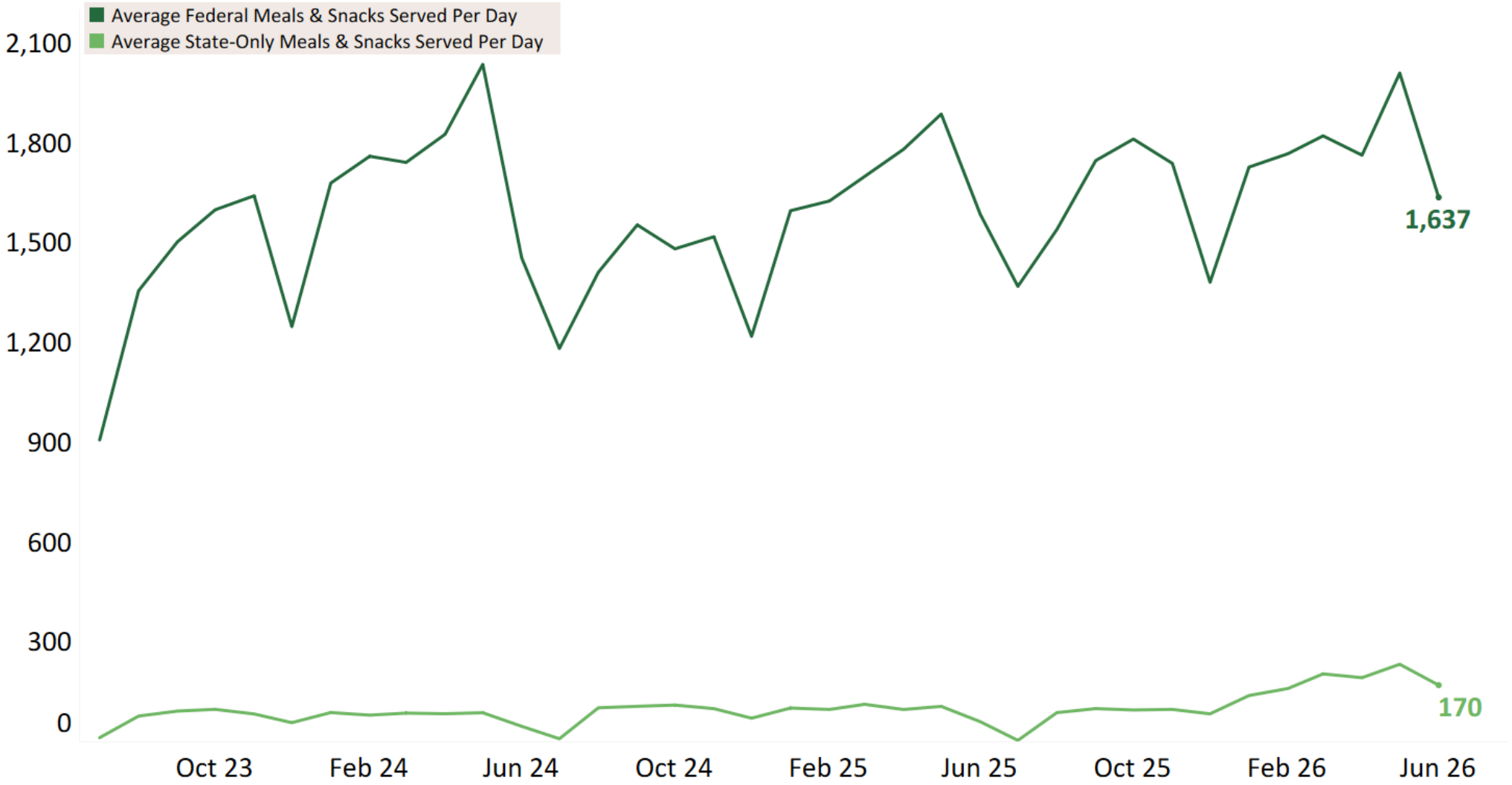
State Slots Attendance Rate



Attendance defined as days children either present at ECE or absent for excused reason.
Currently, funding not impacted by attendance rate.
Once "hold harmless" ends in June 2026, funding may be impacted by attendance rate.

Absence Reasons for Federal Slots (% of Enrollment Days)	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26
1. Sick (e.g., Hand Foot Mouth, Flu, COVID, cold, ear infection)	13%	13%	13%	11%	11%	11%	11%
2. Family Emergency (e.g., parent sick, no transportation)	6%	6%	6%	6%	7%	6%	7%
3. Best Interest Day (e.g., home with family, vacation)	8%	3%	1%	1%	2%	2%	5%
4. Appointment (e.g., doctor, dentist, social services)	2%	1%	2%	2%	1%	1%	1%
5. Other (e.g., no details provided)	3%	2%	2%	2%	2%	2%	3%

Average Center Meals & Snacks Per Day



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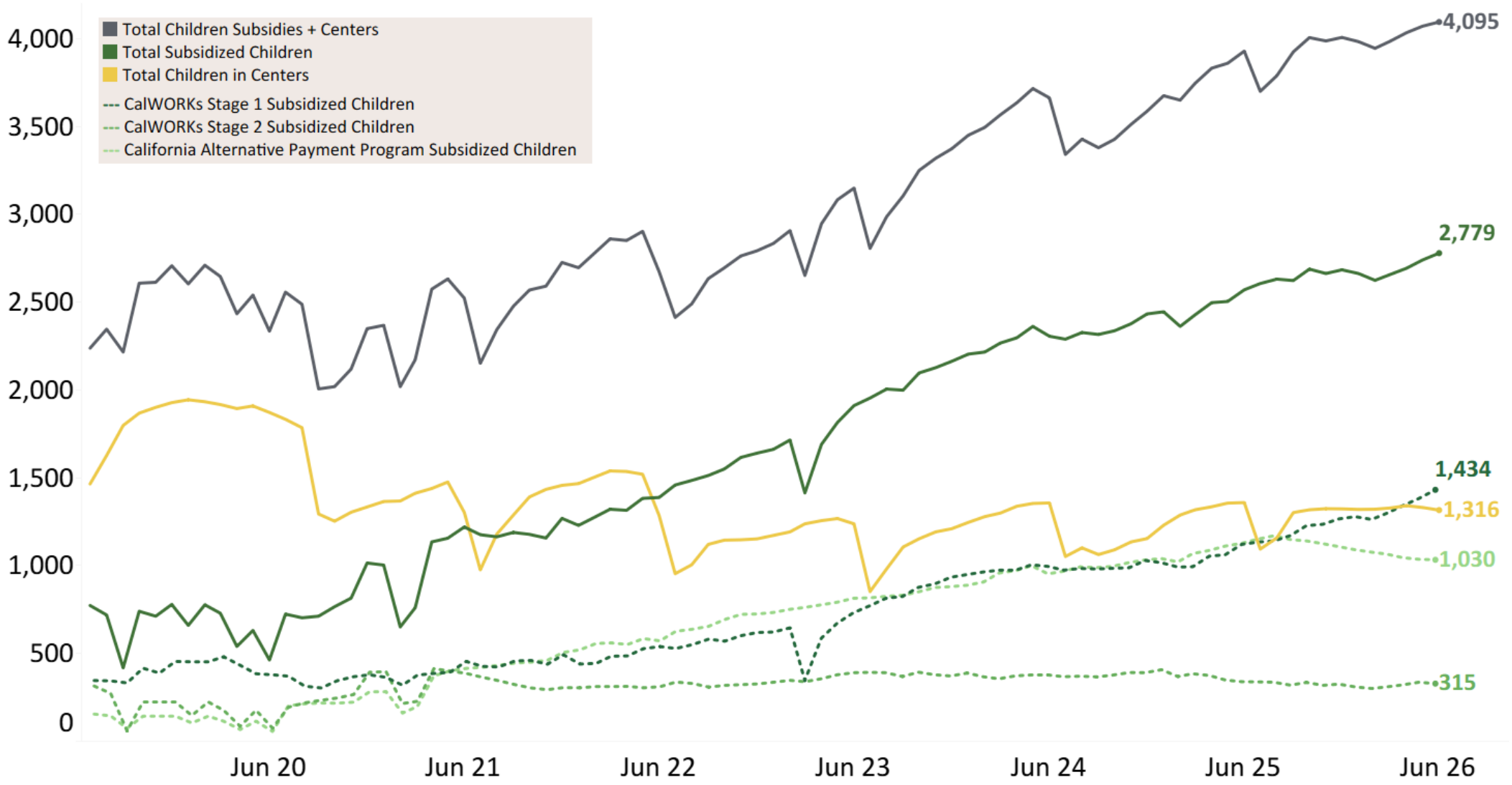
Children Served in Child Care



"Total Children in Centers" includes children enrolled with federal (Head Start/Early Head Start) and state (CCTR, CSPP) funding sources.

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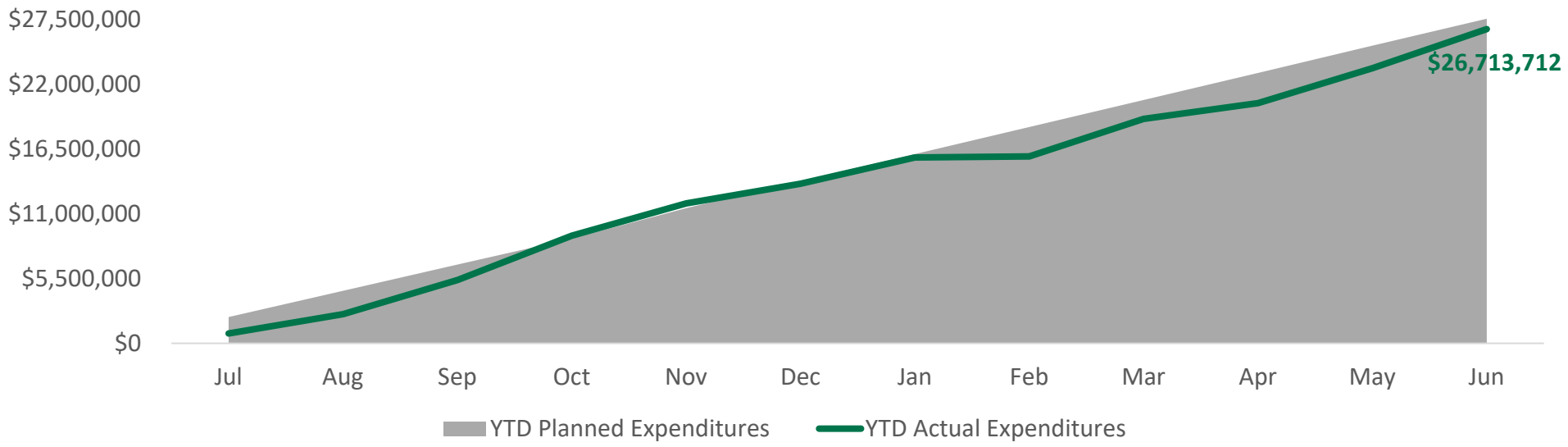
Head Start Budget Expenditures



Category	FY25-26 Funding	June 2026 Expenditures	YTD Expenditures	Remaining Balance
Total Federal Funding	$20,577,342	$2,299,410	$20,577,342	$0
Required Non-Federal Share	$5,144,336	$574,853	$5,144,336	$0
Measure X Overmatch[1]	$1,873,029	$459,369	$992,034	$880,995
Total Federal and Non-Federal	**$27,594,707**	**$3,333,632**	**$26,713,712**	**$880,995**

1. Includes roll over funds as of 1/20/26; updated 4/14/26 to reflect BDA-25-00156.

Fiscal Data Sources: General Ledger "CCC 1102 Expenditure details report"; General Ledger and Budget Formulation Management system; and Claims submitted as drawdowns through PMS system on monthly basis.

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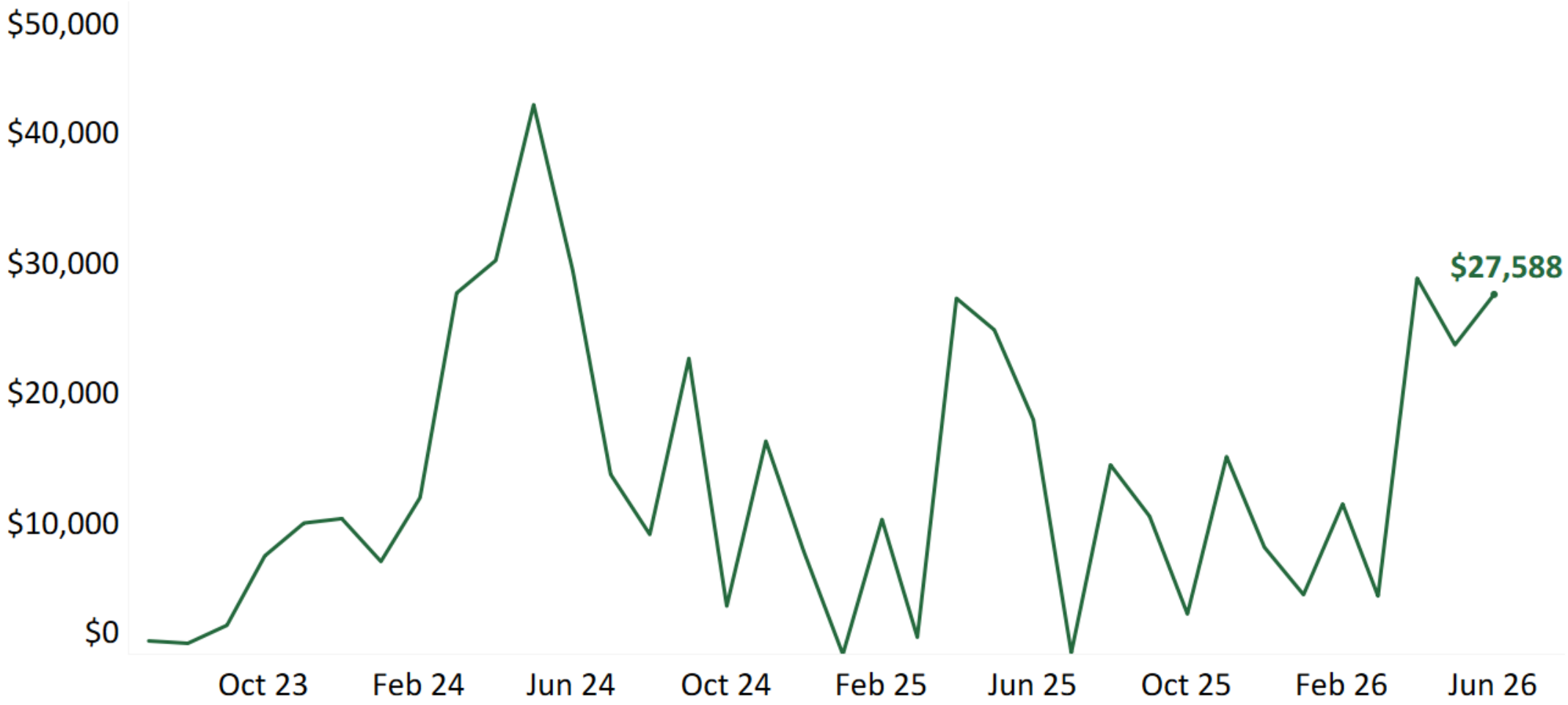
Head Start Credit Card Expenditures



All credit card expenditures are made by authorized staff for budgeted purchases to support reasonable program expenditures.
Fiscal Data Source: Head Start and Early Head Start monthly credit card report.

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FY24-25 Single Audit

The Finance Committee approved the FY24-25 Contra Costa County Single Audit on July 13, 2026.

There were no findings for the Head Start grant.

Seeking full Board approval on August 25, 2026 of the FY24-25 Single Audit findings related to the Head Start grant per Federal requirements:

- Head Start Act 642(d)(2)
- Head Start Program Performance Standards 1301.2(b)(2)

1. FY24-25 Single Audit Report

- Federal Environment Updates
- Child Care Center Services
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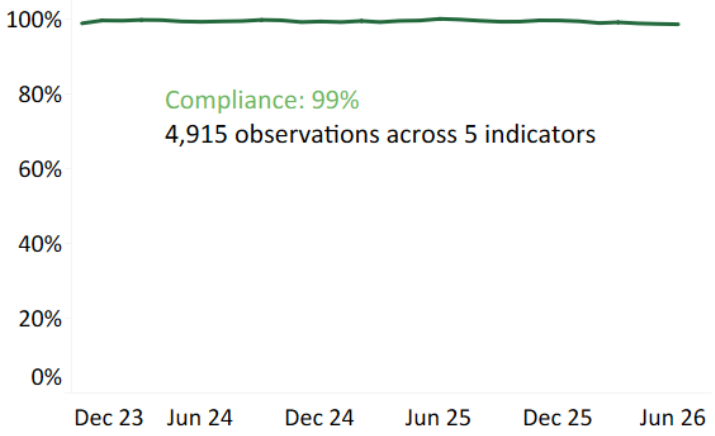
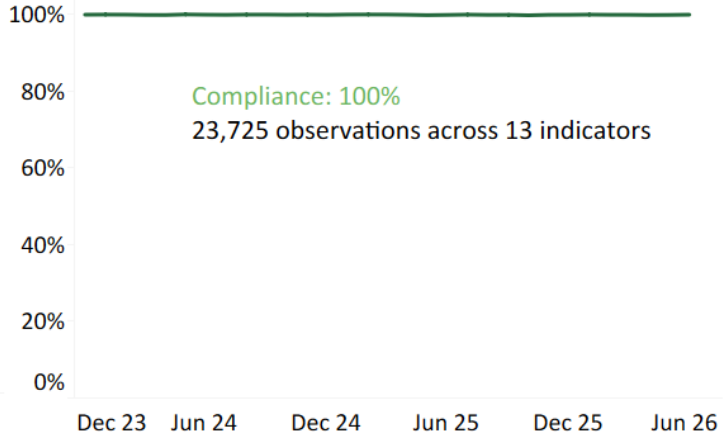
Health and Safety Compliance

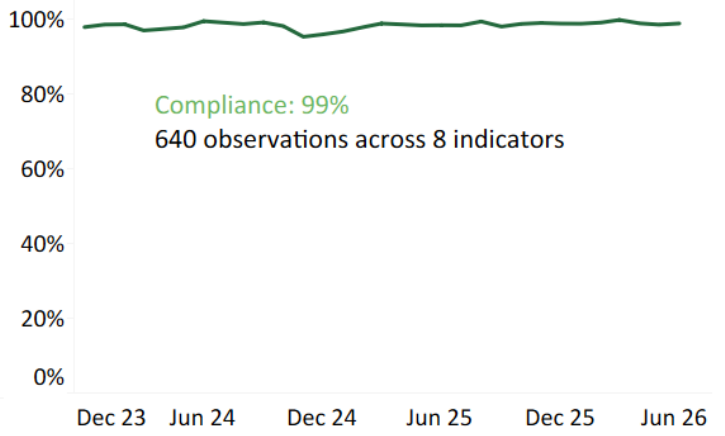
Daily Playground Safety



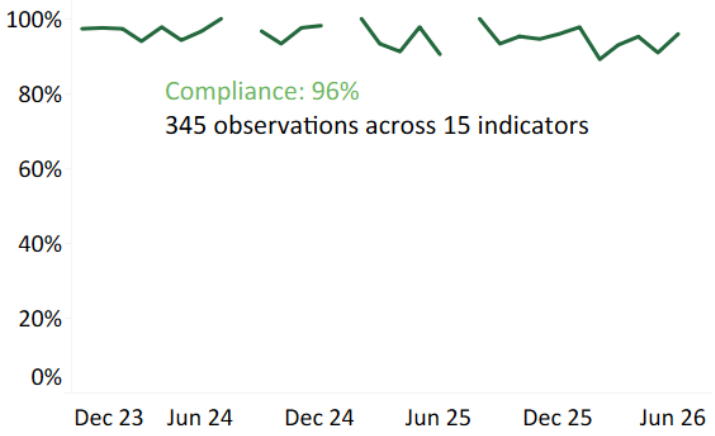
Daily Classroom Health & Safety



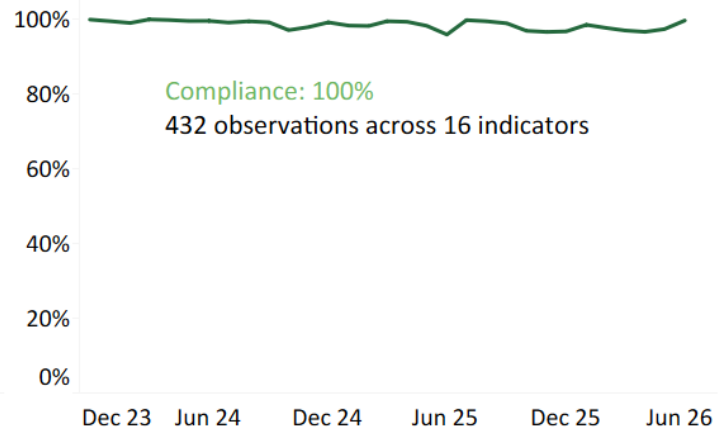
Weekly Facility Safety



Child Transition & Safety



Monthly Playground Safety



Indicators with non-compliance rates over 10% in June 2026:

1. A review of the most recent Weekly Facility Tool, Daily Classroom Health & Safety Checklist, and Daily Playground Checklist reflect the findings in today's observation. (4/23 = 17%)
2. Current lesson plan is posted and includes individualization activities and at least 1 Health and Safety component. (4/23 = 17%)

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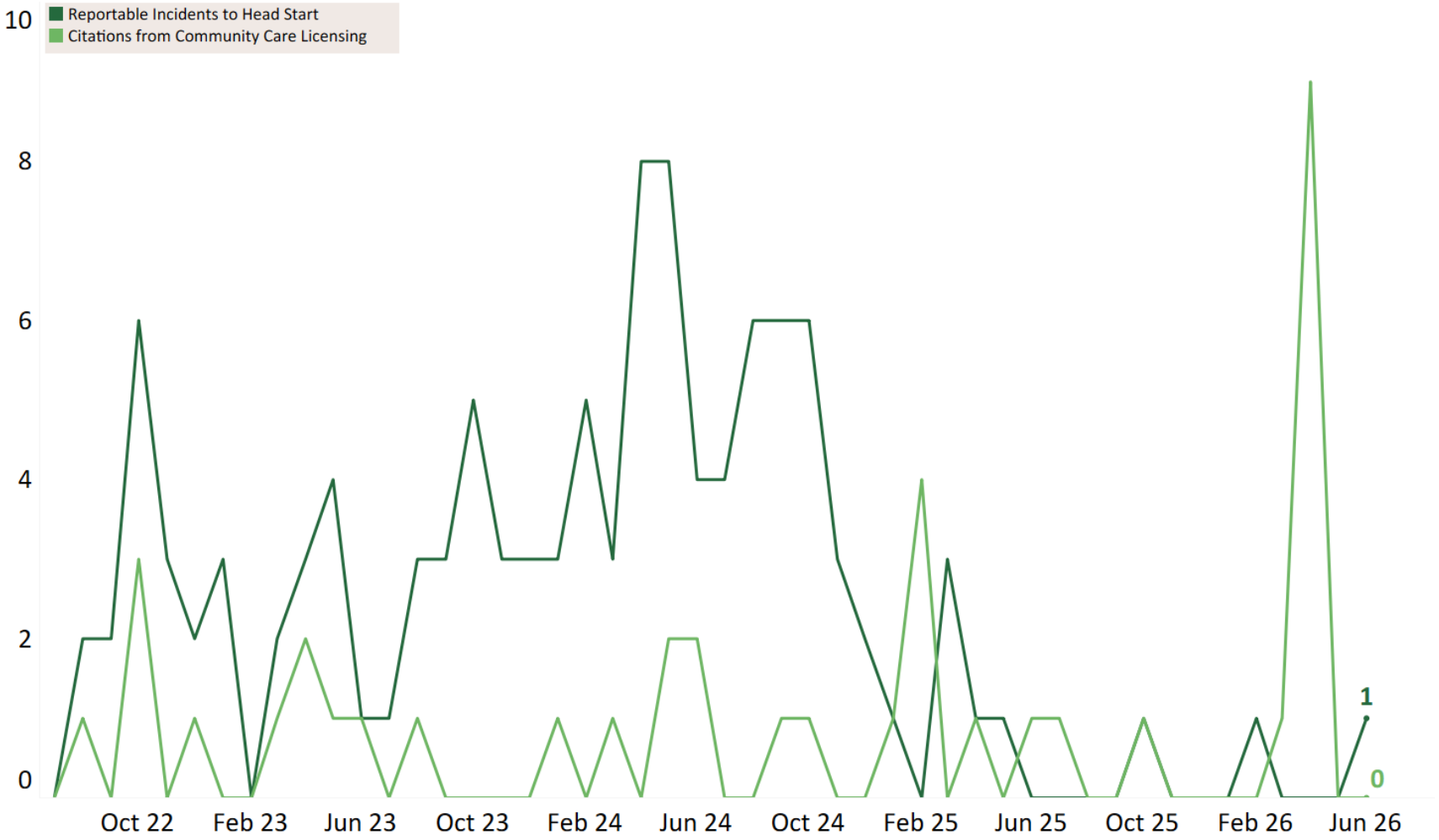
Reportable Incidents & Citations



Office of Head Start (OHS) Reportable Incidents

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

California Department of Social Services Community Care Licensing Citations

Type A: An immediate risk to the health, safety or personal rights of children in care.

Type B: If not corrected right away, may be a risk to the health, safety, and personal rights of the children in care.

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AB 495 – Family Preparedness Act of 2025

Background

- October 12, 2025: Signed into law. Intended to help child care providers develop practical plans to protect the rights of immigrants and their families to safely access facilities by limiting support for immigration enforcement activities.
- April 1, 2026: Attorney General issued guidance and model policies for child care facilities and preschool programs.
- July 1, 2026: Deadline for all California state preschool programs to adopt model immigration policies.

Program Actions

- Completed comprehensive review of all relevant County, department, bureau, and program policies and procedures.
- Determined current program policies are substantially compliant with AB 495 requirements. Changes made include:
  - Revised CSB Procedures Manual and CSB Family Handbook to explicitly state that staff are not to ask for citizenship or immigration status unless required by law and to use the Caregivers Authorization Affidavit.
  - Revised CSB Procedures Manual to include reporting requirements to CDSS and Attorney General and requirement to confirm emergency cards are updated twice annually.
  - Affixed signage to the outside of CSB's child care centers stating that facilities are nonpublic spaces.

2. ECE Childcare Guidance and Model Policies.

CDSS Child Care Bulletin 26-16

Child Care Bulletin 26-16 issued: June 22, 2026

Subject: Revised Family Fee Schedule for Fiscal Year 2026-27

Information: Updates the Family Fee Schedule effective July 1, 2026. This applies to the County's California Alternative Payment Program (CAPP), CalWORKs Stages 1 and 2 subsidies programs, and General Child Care and Development Program (CCTR).

Action: Staff updated family fee schedule for FY26-27 to align with the new guidance. Staff notified families who pay fees of the changes and their opportunity to re-submit documents for re-assessing their fees.

CDSS Child Care Bulletin 26-17

Child Care Bulletin 26-17 issued: June 29, 2026

Subject: Revised State Median Income (SMI) Ceilings and Income Ranking Table for Fiscal Year (FY) 2026-27

Information: Updates the Schedule of Income Ceilings for determining families' income eligibility and Income Ranking Table for determining a family's income ranking for enrollment priorities for FY26-27. This applies to the County's California Alternative Payment Program (CAPP), CalWORKs Stages 1 and 2 subsidies programs, and General Child Care and Development Program (CCTR).

For example, the annual income ceiling for a family of 4 increased from $108,237 to $115,367.

Action: Staff updated income guidelines for FY26-27 to align with new guidance.

CDSS Child Care Bulletin 26-18

Child Care Bulletin 26-18 issued: July 13, 2026

Subject: Emergency Closure Request

Information: Provides guidance on the process for submitting an Emergency Closure Request Form. Contractors who close any sites or classrooms due to circumstances beyond their control must complete the Emergency Closure Request form to receive credit for reduced days of operation and child days of attendance.

This applies to the County's General Child Care and Development Program (CCTR).

Action: No action needed. We are already in compliance.

- Federal Environment Updates
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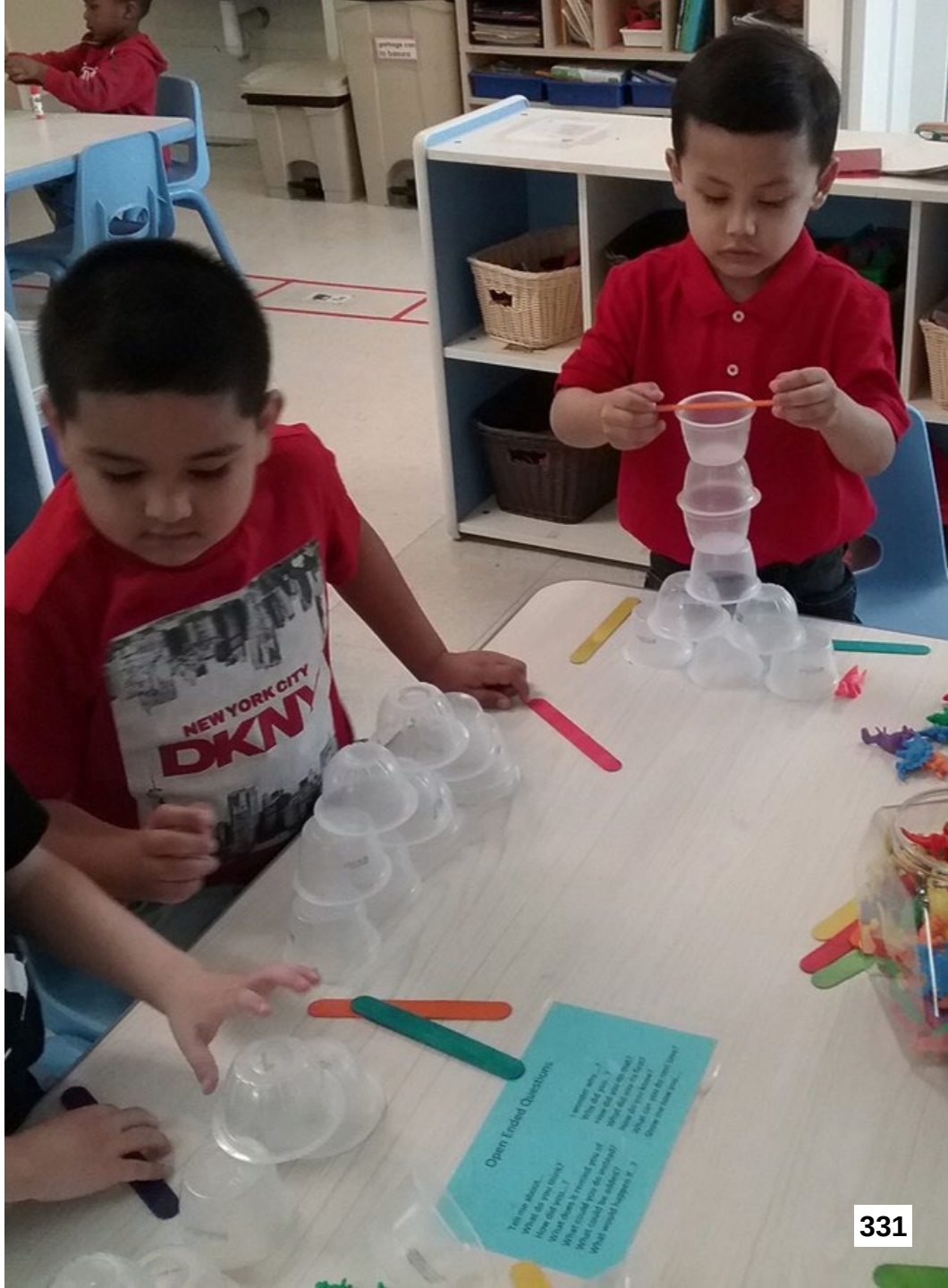

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Revised County Head Start Governance Policies

Background

- Current County Head Start Governance policies adopted July 13, 2023 to establish the formal governance structure (Resolution No. 2023/274), formal process for resolving complaints (Resolution No. 2023/498), and internal controls applicable to the program's funds, assets, and equipment (Resolution No. 2023/499).
- The US Department of Health and Human Services (HHS) phased out 45 CFR Part 75 and officially transitioned to the government-wide 2 CFR Part 200 (Uniform Guidance) on October 1, 2025.

Summary of Changes

- Resolution No. 2023/274
  - Adjust meeting frequency from every other month to 6 times per year.
- Resolution No. 2023/499
  - Updated federal regulations to reference 2 CFR Part 200 guidance.

- Federal Environment Updates
- Child Care Center Services
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Recommendation

CONSIDER accepting the monthly update on the activities and oversight of the County's Head Start Program;

APPROVE the FY24-25 Single Audit findings related to Head Start;

APPROVE the revised Head Start Governance Policies, Resolution No. 2023/274 and Resolution No. 2023/499,; and

provide guidance, as recommended by the Employment and Human Services Director.

- Federal Environment Updates
- Child Care Center Services
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- Board Policy
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2026 Head Start Governance Updates Calendar

	Federal Requirement*	1/20/26	2/10/26	3/17/26	4/14/26	5/19/26	6/23/26	7/14/26	8/25/26	9/15/26	10/20/26	11/17/26	12/15/26
1. Monthly Program Updates	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26
2. Monthly Financial Updates	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26
3. Funder Communications	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26	Nov '26
4. Annual HS Governance and Eligibility Training	HSA 642(d)(3) HSPPS 1301.5, 1302.12(m)		Training										
5. Annual Goals and Objectives (included in Grant application)	HSPPS 1302.102(a)			Approval Item									
6. Annual Non-Competitive Grant Renewal Application	HSA 642(c)(1)(E) HSPSS 1301.2(b)(1)			Approval Item									
7. Annual Community Needs Assessment	HSA 640(g)(1)(C) HSPPS 1302.11(b), 1302.102(d)(2)				Share Results								
8. Annual Self-Assessment	HSA 642(d)(2) HSPPS 1302.102(b)(2)				Approval Item								
9. Annual Selection Criteria and Recruitment Plan	HSA 642(c)(1)(E) HSPPS 1302.13, 1302.14(a)						Approval Item						
10. FY26-27 Planning Calendar	HSA 640(g)(1)(D) HSPPS 1302.11(b), 1302.102(d)(2)						Approval Item						
11. Annual County Single Financial Audit	HSA 642(d)(2) HSPPS 1301.2(b)(2)								Approval Item*				
12. Annual Program Information Report	45 CFR Part 75											Share Results	

As Needed

CSB Agency Policies (HSA 642(c)(1)(E)). Results from Head Start Monitoring Activities (HSA 641(A)(c)).

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

*Pending approval by Finance Committee of FY24-25 Single Audit.

*#7 and #8 moved 1 month to align with Head Start Committee schedule.

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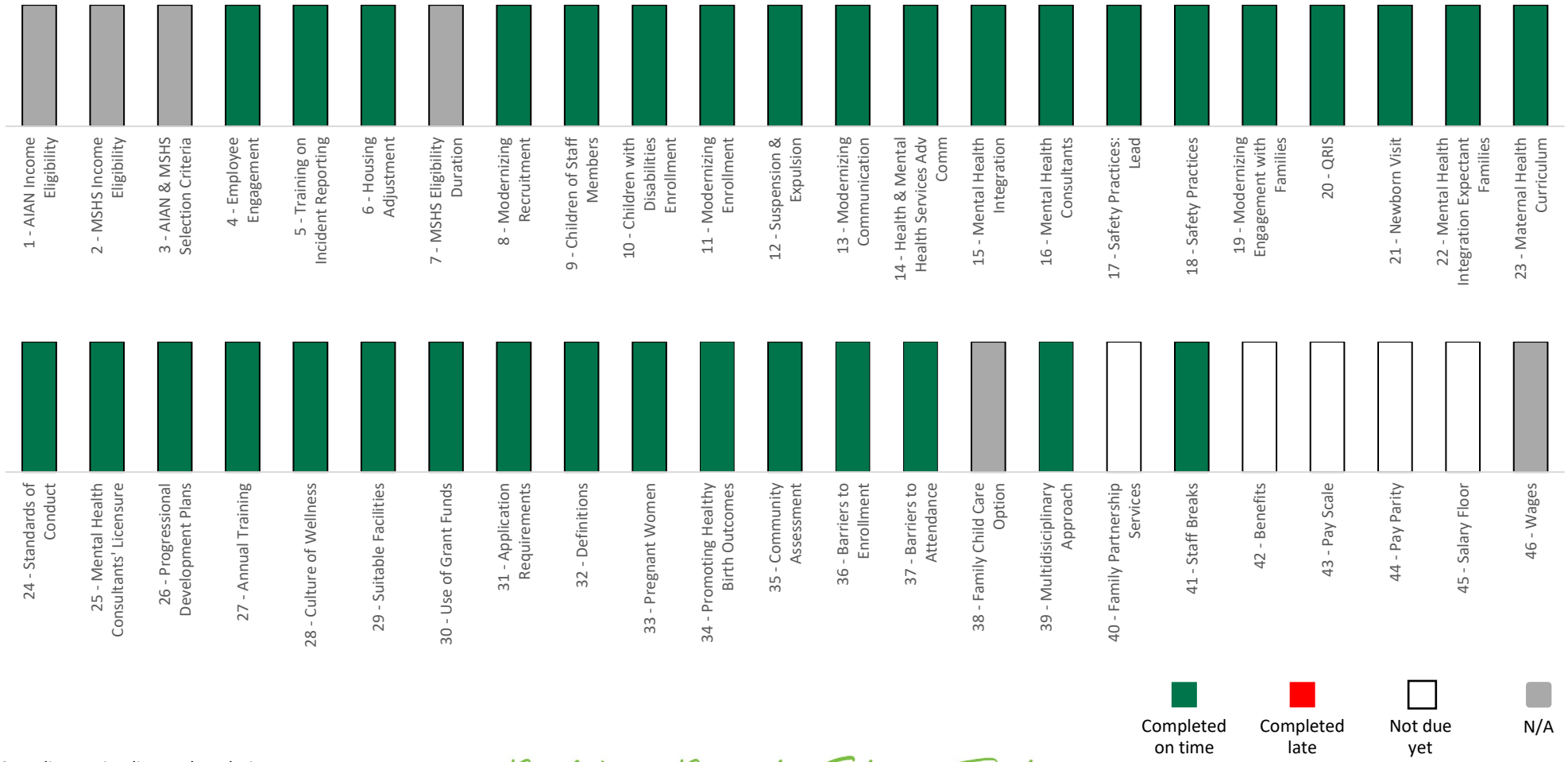
Planned

Completed

HSPPS Compliance Timeline Progress Chart



7. New HSPPS Compliance Timeline and Analysis

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COUNTY OF CONTRA COSTA, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2025

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COUNTY OF CONTRA COSTA, CALIFORNIA
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Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

To the Board of Supervisors
of the County of Contra Costa
Martinez, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Contra Costa, California (County), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 22, 2025. Our report includes a reference to other auditors who audited the financial statements of the First 5 Contra Costa Children and Families Commission, the Housing Authority of the County of Contra Costa, and the Contra Costa County Employees' Retirement Association, as described in our report on the County's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Walnut Creek, California
December 22, 2025

Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; Schedule of Expenditures of Federal and State Awards Provided by the California Department of Aging; Schedule of Child Nutritional Program Revenues; and Schedules of Revenue and Expenditures Provided by the California Department of Community Services and Development

To the Board of Supervisors
of the County of Contra Costa
Martinez, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the County of Contra Costa's, California (County), compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2025. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Other Matter – Federal Expenditures Not Included in the Compliance Audit

The County's basic financial statements include the operations of the Housing Authority of the County of Contra Costa (Housing Authority), which expended $247,246,921 in federal awards which is not included in the County's schedule of expenditures federal awards during the year ended June 30, 2025. Our compliance audit, described in the Opinion on Each Major Federal Program, does not include the operations of the Housing Authority because the Housing Authority engaged other auditors to perform an audit of compliance.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; Schedule of Expenditures of Federal and State Awards Provided by the California Department of Aging; Schedule of Child Nutritional Program Revenues; and Schedules of Revenue and Expenditures Provided by the California Department of Community Services and Development

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated December 22, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards, schedule of expenditures of federal and state awards provided by the California Department of Aging, schedule of child nutritional program revenues, and schedules of revenue and expenditures provided by the California Department of Community Services and Development (collectively, Supplemental Schedules), as listed in the table of contents, are presented for the purposes of additional analysis as required by the Uniform Guidance and the State of California, respectively, and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplemental Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Macias Gini & O'Connell LLP

Walnut Creek, California
March 30, 2026

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COUNTY OF CONTRA COSTA, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2025

Federal Grantor/ Pass-Through Entity/ Federal Program Title	Assistance Listing (AL) Number	Grant Identifying Number	Federal Expenditures	Amount Passed to Subrecipients
U.S. Department of Agriculture				
Supplemental Nutrition Assistance Program (SNAP) Cluster:				
Passed through State of California Department of Public Health				
Supplemental Nutrition Assistance Program	10.551	23-10311	$ 1,072,585	$ 302,732
		Subtotal	**1,072,585**	**302,732**
Passed through State of California Department of Aging				
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	CF-2223-07	358,170	358,170
Passed through State of California Department of Social Services				
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	CFL 24/25-19	27,846,844	-
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	CFL 24/25-35	31,843	-
		Subtotal	**28,236,857**	**358,170**
		Cluster Subtotal	**29,309,442**	**660,902**
Passed through State of California Department of Social Services				
Child Nutrition Cluster:				
Child and Adult Care Food Program	10.558	07-1195-1J	660,952	-
Passed through State of California Department of Public Health				
WIC Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	22-10241 A04, A05	6,358,398	-
Passed through State of California Department of Food and Agriculture				
Animal Disease and Animal Care	10.025	AP22PPQFO000C397 AP23PPQFO000C207 AP24PPQFO000C006	238,112	-
Animal Disease and Animal Care	10.025	AP23PPQFO000C246 AP24PPQFO000C363	20,337	-
Animal Disease and Animal Care	10.025	AP23PPQFO000C485	365,865	-
Animal Disease and Animal Care	10.025	AP23PPQFO000C519	53,319	-
Animal Disease and Animal Care	10.025	AP23PPQFO000C550 AP24PPQFO000C123	64,954	-
Animal Disease and Animal Care	10.025	AP24PPQFO000C116	7,011	-
Animal Disease and Animal Care	10.025	AP25PPQFO000C001	45,638	-
Animal Disease and Animal Care	10.025	AP24PPQFO000C285	1,759	-
Animal Disease and Animal Care	10.025	AP24PPQFO000C002 AP25PPQFO000C011	200,016	-
		Subtotal	**997,011**	**-**
Total U.S. Department of Agriculture			**37,325,803**	**660,902**
U.S. Department of Housing and Urban Development				
Direct Program(s)				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grants / Entitlement Grants	14.218	B24UC060002	3,384,522	1,051,541
Community Development Block Grants / Entitlement Grants	14.218	B23UC060002	1,162,272	272,140
Community Development Block Grants / Entitlement Grants	14.218	B22UC060002	52,167	-
Community Development Block Grants / Entitlement Grants	14.218	B21UC060002	832,071	166,200
Community Development Block Grants / Entitlement Grants	14.218	B20UC060002	38,700	38,700
COVID-19 Community Development Block Grants / Entitlement Grants	14.218	B20UW060002	199,601	58,896
		Cluster Subtotal	**5,669,333**	**1,587,477**
Emergency Solutions Grant Program	14.231	E23UC060002	100,251	100,251
Emergency Solutions Grant Program	14.231	E24UC060002	300,020	139,220
		Subtotal	**400,271**	**239,471**
Home Investment Partnerships Program	14.239	M24DC060231	597,239	-
Home Investment Partnerships Program	14.239	M23DC060231	4,154,927	-
Home Investment Partnerships Program	14.239	M22DC060231	2,550,636	-
Home Investment Partnerships Program	14.239	M21DC060231	950,794	-
Home Investment Partnerships Program	14.239	M20DC060231	225	-
Home Investment Partnerships Program	14.239	M19DC060231	12,453	-
COVID-19 Home Investment Partnerships Program	14.239	M21DP060231	4,983,454	-
		Subtotal	**13,249,728**	**-**
Economic Development Initiative, Community Project Funding, and Miscellaneous Grants	14.251	B-22-CP-CA-0060	48,424	-
Continuum of Care Program	14.267	CA1070L9T052312	175,596	-
Continuum of Care Program	14.267	CA2197H9T052200	168,025	-
Continuum of Care Program	14.267	CA1089L9T052315	282,129	-
Continuum of Care Program	14.267	CA1071L9T052210	136,847	124,645
Continuum of Care Program	14.267	CA1071L9T052311	221,229	177,430
Continuum of Care Program	14.267	CA1651L9T052205	625,594	-
Continuum of Care Program	14.267	CA1651L9T052306	1,205,063	-
Continuum of Care Program	14.267	CA2124L9T052200	223,911	-
Continuum of Care Program	14.267	CA2245L9T052300	314,296	-
Continuum of Care Program	14.267	CA2195H9T052200	40,058	-
Continuum of Care Program	14.267	CA1394L9T052207	232,745	-
Continuum of Care Program	14.267	CA1394L9T052308	903,610	-
		Subtotal	**4,529,103**	**302,075**
Passed through State of California Department of Housing and Community Development				
Emergency Solutions Grant Program	14.231	23-ESG-18002	214,967	145,960
Emergency Solutions Grant Program	14.231	22-ESG-17002	74,660	74,660
		Subtotal	**289,627**	**220,620**

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF CONTRA COSTA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2025

Federal Grantor/ Pass-Through Entity/ Federal Program Title	Assistance Listing (AL) Number	Grant Identifying Number	Federal Expenditures	Amount Passed to Subrecipients
U.S. Department of Housing and Urban Development (Continued)				
Passed through City of Oakland				
Housing Opportunities for Persons with AIDS	14.241	CAH22F001; 16468	$ 1,034,877	$ 300,000
Housing Opportunities for Persons with AIDS	14.241	CAH20F001	582,477	-
Housing Opportunities for Persons with AIDS	14.241	CAH19F001	63,160	-
Housing Opportunities for Persons with AIDS	14.241	CAH18F001	167,472	-
		Subtotal	**1,847,986**	**300,000**
Total U.S. Department of Housing and Urban Development			**26,034,472**	**2,649,643**
U.S. Department of Justice				
Direct Program(s)				
Comprehensive Forensic DNA Analysis Grant Program	16.036	2020-DN-BX-0157	66,224	6,628
Comprehensive Forensic DNA Analysis Grant Program	16.036	15PBJA-24-GG-02406-DNAX	101,603	-
		Subtotal	**167,827**	**6,628**
Community-Based Violence Intervention and Prevention Initiative	16.045	15PBJA-22-GG-04744-CVIP	421,086	43,262
Services for Trafficking Victims	16.320	15POVC-22-GK-03664-HT	140,966	-
Enhanced Training and Services to End Violence and Abuse of Women Later in Life	16.528	2020-EW-AX-K006	28,708	5,009
Enhanced Training and Services to End Violence and Abuse of Women Later in Life	16.528	15JOVW-24-GK-01585-ALLX	102,557	43,245
		Subtotal	**131,265**	**48,254**
Treatment Court Discretionary Grant Program	16.585	15PBJA-24-GG-03832-DGCT	62,402	-
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	15JOVW-22-GG-01810-ICJR	421,566	308,587
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-21-GG-01237-JAGX	65,535	62,414
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-22-GG-02173-JAGX	23,772	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-23-GG-03177-JAGX	107,990	78,357
		Subtotal	**197,297**	**140,771**
DNA Backlog Reduction Program	16.741	15PBJA-22-GG-01604-DNAX	173,524	-
DNA Backlog Reduction Program	16.741	15PBJA-23-GG-01232-DNAX	167,349	-
		Subtotal	**340,873**	**-**
Congressionally Recommended Awards	16.753	15PJDP-23-GG-00349-BRND	136,627	-
Congressionally Recommended Awards	16.753	15POVC-24-GG-00605-BRND	58,498	-
Congressionally Recommended Awards	16.753	AL16753	249,217	-
		Subtotal	**444,342**	**-**
Equitable Sharing Program	16.922	CA0070000	16	-
Passed through California Board of State and Community Corrections				
Residential Substance Abuse Treatment for State Prisoners	16.593	N/A	299,866	20,955
Residential Substance Abuse Treatment for State Prisoners	16.593	N/A	67,034	2,805
		Subtotal	**366,900**	**23,760**
Edward Byrne Memorial Justice Assistance Grant Program	16.738	BSCC 1303-24	129,089	25,426
Passed through San Diego Association of Governments				
Project Safe Neighborhoods	16.609	No. S1259799	166,275	-
Passed through State of California Office of Emergency Services				
Crime Victim Assistance	16.575	XC23 06 0070	249,547	232,318
Crime Victim Assistance	16.575	VW23420070	314,169	-
Crime Victim Assistance	16.575	VW24024701	557,528	-
Crime Victim Assistance	16.575	HA24010070	5,718	-
Crime Victim Assistance	16.575	HA23010070	71,995	-
		Subtotal	**1,198,957**	**232,318**
Paul Coverdell Forensic Sciences Improvement Grant Program	16.742	CQ24025101	16,622	-
Paul Coverdell Forensic Sciences Improvement Grant Program	16.742	CQ23190070	68,983	-
		Subtotal	**85,605**	**-**
Total U.S. Department of Justice			**4,274,466**	**829,006**
U.S. Department of Labor				
Direct Program(s)				
H-1B Job Training Grants	17.268	24A60HG000064	244,999	42,265
Passed through State of California Employment Development Department				
Workforce Innovation and Opportunity Act (WIOA) Cluster:				
WIOA Adult Program	17.258	AA311003	326,687	283,737
WIOA Adult Program	17.258	AA311003	73,550	-
WIOA Adult Program	17.258	AA511003	1,682,189	734,525
		Subtotal	**2,082,426**	**1,018,262**
WIOA Youth Activities	17.259	AA411003	196,824	43,955
WIOA Youth Activities	17.259	AA611003	80,955	-
WIOA Youth Activities	17.259	AA511003	1,756,410	1,337,839
		Subtotal	**2,034,189**	**1,381,794**
WIOA Dislocated Worker Formula Grants	17.278	AA411003	261,413	(8,378)
WIOA Dislocated Worker Formula Grants	17.278	AA411003	676,206	210,960
WIOA Dislocated Worker Formula Grants	17.278	AA511003	840,600	194,259
WIOA Dislocated Worker Formula Grants	17.278	AA511003	959,479	588,378
WIOA Dislocated Worker Formula Grants	17.278	AA411003	30,557	-
WIOA Dislocated Worker Formula Grants	17.278	AA511003	316,069	-
		Subtotal	**3,084,324**	**985,219**
		Cluster Subtotal	**7,200,939**	**3,385,275**
Total U.S. Department of Labor			**7,445,938**	**3,427,540**

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF CONTRA COSTA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2025

Federal Grantor/ Pass-Through Entity/ Federal Program Title	Assistance Listing (AL) Number	Grant Identifying Number	Federal Expenditures	Amount Passed to Subrecipients
U.S. Department of Transportation				
Direct Program(s)				
Airport Improvement Program, Infrastructure Investment and Jobs Act Programs	20.106	AIP 03-06-0050-28-2021	$ 146,978	$ -
COVID-19 Airport Improvement Program, Infrastructure Investment and Jobs Act Programs	20.106	AIP 03-06-0050-30-2021	69,625	-
COVID-19 Airport Improvement Program, Infrastructure Investment and Jobs Act Programs	20.106	AIP 03-06-0050-33-2022	200,942	-
		Subtotal	**417,545**	**-**
National Priority Safety Programs	20.616	PS25041	128,663	-
Passed through Contra Costa Transportation Authority				
Safe Streets and Roads for All	20.939	78059	113,264	-
Passed through State of California Department of Transportation				
Highway Planning and Construction	20.205	BRLS-5928 (125)	5,361,165	-
Highway Planning and Construction	20.205	BRLS-5928 (154)	544,906	-
Highway Planning and Construction	20.205	STPLR-130L (296)	188,117	-
Highway Planning and Construction	20.205	BRLS-5928 (128)	102,116	-
Highway Planning and Construction	20.205	HSIPL-5928 (140)	1,470,036	-
Highway Planning and Construction	20.205	ER-15J7 (191)	293,177	-
Highway Planning and Construction	20.205	ER-15J7 (171)	114,919	-
Highway Planning and Construction	20.205	ER-15J7 (173)	16,093	-
Highway Planning and Construction	20.205	ER-15J7 (162)	341,602	-
Highway Planning and Construction	20.205	ACSTP/ER-15J9 (161)	310,607	-
Highway Planning and Construction	20.205	ER-15J7 (187)	15,611	-
Highway Planning and Construction	20.205	ER-15J9 (182)	288,003	-
Highway Planning and Construction	20.205	BRLS-5928 (104)	69,723	-
Highway Planning and Construction	20.205	CMLNI-5928 (153)	85,264	-
		Subtotal	**9,201,339**	**-**
Passed through State of California Office of Traffic Safety				
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	AL24009	99,022	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	AL25021	338,060	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	AL24010	139,500	-
		Subtotal	**576,582**	**-**
National Priority Safety Programs	20.616	DI25023	43,009	-
Total U.S. Department of Transportation			**10,480,402**	**-**
U.S. Department of Treasury				
Direct Program				
Equitable Sharing	21.016	CA0070000	16	-
Total U.S. Department of Treasury			**16**	**-**
Environmental Protection Agency				
Direct Program(s)				
Geographic Programs - San Francisco Bay Water Quality Improvement Fund	66.126	98T54901	152,424	-
Geographic Programs - San Francisco Bay Water Quality Improvement Fund	66.126	98T61301	15,474	-
		Subtotal	**167,898**	**-**
Environmental and Climate Justice Community Change Grants Program	66.616	5F97T32001	99,052	-
Passed through Association of Bay Area Governments				
Geographic Programs - San Francisco Bay Water Quality Improvement Fund	66.126	98T96501	206,115	-
Total Environmental Protection Agency			**473,065**	**-**
U.S. Department of Energy				
Direct Program(s)				
Energy Efficiency & Conservation Block Grant Program	81.128	DE-SE0000547	56,220	-
Passed through State of California Department of Community Services and Development				
Weatherization Assistance for Low-Income Persons	81.042	22P-7005	810,231	-
Total U.S. Department of Energy			**866,451**	**-**
U.S. Department of Education				
Passed through State of California Department of Rehabilitation				
Rehabilitation Services Vocational Rehabilitation Grants to States	84.126	32116	729,223	-
Total Department of Education			**729,223**	**-**
Elections Assistance Commission				
Passed through State of California Secretary of State Office				
Help America Vote Act Requirements Payments	90.401	SOS-0890	17,256	-
HAVA Election Security Grants	90.404	SOS-0890	40,005	-
HAVA Election Security Grants	90.404	SOS-0890	185,948	-
		Subtotal	**225,953**	**-**
Total Elections Assistance Commission			**243,209**	-
U.S. Department of Health and Human Services				
Direct Program(s)				
Health Center Program Cluster:				
Health Center Program	93.224	6 H80CS00050-23-03	1,217,484	-
Health Center Program	93.224	6 H80CS00050-24-03	2,497,226	-
		Cluster Subtotal	**3,714,710**	**-**

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF CONTRA COSTA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2025

Federal Grantor/ Pass-Through Entity/ Federal Program Title	Assistance Listing (AL) Number	Grant Identifying Number	Federal Expenditures	Amount Passed to Subrecipients
U.S. Department of Health and Human Services (Continued)				
Substance Abuse & Mental Health Services Projects of Regional and National Significance	93.243	H79TI084555	$ 502,881	$ -
Congressional Directives	93.493	4 CE2CS49471-01-04	713,953	-
Transitional Living for Homeless Youth	93.550	90CX7510-01-00	182,994	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	N/A	1,422,615	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	N/A	56,404	-
		Subtotal	**1,479,019**	**-**
Head Start Cluster:				
Head Start	93.600	09CH012839-01	10,897,428	-
Head Start	93.600	09CH010862-05	2,800,153	214,276
Head Start	93.600	09CH012839-01	5,360,905	-
Head Start	93.600	09CH010862-05	1,346,922	-
		Cluster Subtotal	**20,405,408**	**214,276**
Passed through State of California Department of Aging				
Aging Cluster:				
Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042	AP-2425-07	39,271	39,271
Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042	AP-2425-07	66,794	66,794
Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042	AP-2425-07	12,772	12,772
		Subtotal	**118,837**	**118,837**
Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043	AP-2425-07	62,981	62,981
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	AP-2425-07	1,157,512	395,335
COVID-19 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	AP-2122-07	125,369	125,369
		Subtotal	**1,282,881**	**520,704**
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	AP-2425-07	1,207,657	1,167,364
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	AP-2425-07	1,434,930	1,394,638
COVID-19 Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	AP-2122-07	3,770	3,770
COVID-19 Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	AP-2122-07	82,004	82,004
		Subtotal	**2,728,361**	**2,647,776**
National Family Caregiver Support, Title III, Part E	93.052	AP-2425-07	561,935	500,388
COVID-19 National Family Caregiver Support, Title III, Part E	93.052	AP-2122-07	194,851	194,851
		Subtotal	**756,786**	**695,239**
Nutrition Services Incentive Program	93.053	AP-2425-07	61,414	61,414
Nutrition Services Incentive Program	93.053	AP-2425-07	216,919	216,919
		Subtotal	**278,333**	**278,333**
		Cluster Subtotal	**5,228,179**	**4,323,870**
Medicare Enrollment Assistance Program	93.071	MI-2324-07	41,938	41,938
State Health Insurance Assistance Program	93.324	HI-2425-07 / AAA-2425-07	133,770	133,770
Passed through State of California Department of Social Services				
Guardianship Assistance	93.090	CFL 24/25-36	1,259,442	-
Guardianship Assistance	93.090	N/A	224,451	-
		Subtotal	**1,483,893**	**-**
MaryLee Allen Promoting Safe and Stable Families Program	93.556	CFL 24/25-46	568,016	552,167
MaryLee Allen Promoting Safe and Stable Families Program	93.556	CFL 24/25-52	56,972	-
MaryLee Allen Promoting Safe and Stable Families Program	93.556	CFL 24/25-76	212,640	-
		Subtotal	**837,628**	**552,167**
Temporary Assistance for Needy Families	93.558	N/A	24,820,121	-
Temporary Assistance for Needy Families	93.558	CFL 24/25-11	1,962,953	-
Temporary Assistance for Needy Families	93.558	CFL 24/25-15	655,548	-
Temporary Assistance for Needy Families	93.558	CFL 24/25-24	45,905	-
Temporary Assistance for Needy Families	93.558	CFL 24/25-22	2,366,989	-
Temporary Assistance for Needy Families	93.558	CFL 24/25-24	17,319,935	1,244,948
Temporary Assistance for Needy Families	93.558	CFL 21/22-08	10,016,371	-
Temporary Assistance for Needy Families	93.558	CFL 24/25-60	4,697,288	-
Temporary Assistance for Needy Families	93.558	N/A	3,245,115	-
Temporary Assistance for Needy Families	93.558	N/A	816,897	-
		Subtotal	**65,947,122**	**1,244,948**
CCDF Program Cluster:				
Child Care and Development Block Grant	93.575	CAPP4009	1,893,546	-
Child Care and Development Block Grant	93.575	C2AP4008	922,012	-
Child Care and Development Block Grant	93.575	CAPP3009	665,596	-
Child Care and Development Block Grant	93.575	CCTR4031	2,551,241	-
		Subtotal	**6,032,395**	**-**
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CAPP3009	513,676	-
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CCTR4031	94,729	-
		Subtotal	**608,405**	**-**
		Cluster Subtotal	**6,640,800**	**-**
Adoption and Legal Guardianship Incentive Payments Program	93.603	CFL 24/25-86	12,240	-
Stephanie Tubbs Jones Child Welfare Services Program	93.645	CFL 24/25-60	259,569	-

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF CONTRA COSTA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2025

Federal Grantor/ Pass-Through Entity/ Federal Program Title	Assistance Listing (AL) Number	Grant Identifying Number	Federal Expenditures	Amount Passed to Subrecipients
U.S. Department of Health and Human Services (Continued)				
Foster Care Title IV-E	93.658	CFL 24/25-06	$ 144,956	$ -
Foster Care Title IV-E	93.658	CFL 24/25-49	73,073	-
Foster Care Title IV-E	93.658	CFL 24/25-60	7,969,374	-
Foster Care Title IV-E	93.658	N/A	4,528	-
Foster Care Title IV-E	93.658	N/A	208,582	-
Foster Care Title IV-E	93.658	CFL 24/25-27	68,582	-
Foster Care Title IV-E	93.658	CFL 24/25-33	70,261	-
Foster Care Title IV-E	93.658	N/A	2,222,363	71,409
Foster Care Title IV-E	93.658	CFL 24/25-34	38,706	-
Foster Care Title IV-E	93.658	CFL 24/25-61	183,220	-
Foster Care Title IV-E	93.658	N/A	552,065	-
Foster Care Title IV-E	93.658	N/A	11,462	-
Foster Care Title IV-E	93.658	N/A	36,418	-
		Subtotal	**11,583,590**	**71,409**
Adoption Assistance	93.659	CFL 24/25-32	2,795	-
Adoption Assistance	93.659	N/A	1,115,245	-
Adoption Assistance	93.659	CFL 11/12-19	338,793	-
Adoption Assistance	93.659	N/A	11,286,484	-
		Subtotal	**12,743,317**	**-**
Social Services Block Grant	93.667	CFL 21/22-08	4,818,681	-
Social Services Block Grant	93.667	CFL 24/25-60	1,231,420	-
Social Services Block Grant	93.667	N/A	7,117	-
		Subtotal	**6,057,218**	**-**
John H. Chafee Foster Care Program for Successful Transition to Adulthood	93.674	CFL 24/25-44	365,854	-
Elder Abuse Prevention Interventions Program	93.747	N/A	84,303	-
Medicaid Cluster:				
Grants to States for Medicaid	93.778	CFL 11/12-18; CFL 24/25-28	4,336,569	-
Grants to States for Medicaid	93.778	CFL 24/25-10, 21, 66, 67	8,882,574	-
Grants to States for Medicaid	93.778	CFL 24/25-05, 10, 21, 51, 66, 67, 77	1,375,194	-
Grants to States for Medicaid	93.778	CFL 24/25-05, 10, 21, 51, 66, 67, 77	14,085,923	-
		Cluster Subtotal	**28,680,260**	**-**
Passed through State of California Department of Child Support Services				
Child Support Services	93.563	2401CACSES	12,709,951	-
Passed through State of California Department of Community Services and Development				
Low-Income Home Energy Assistance	93.568	25B-3005	993,038	-
Low-Income Home Energy Assistance	93.568	25B-3005	732,968	-
Low-Income Home Energy Assistance	93.568	24B-2005	552,883	-
Low-Income Home Energy Assistance	93.568	24B-2005	10,039	-
Low-Income Home Energy Assistance	93.568	24Q-2554	26,218	-
Low-Income Home Energy Assistance	93.568	23J-5709	215,298	-
		Subtotal	**2,530,444**	**-**
Community Services Block Grant	93.569	25F-6007	321,017	184,709
Community Services Block Grant	93.569	24F-3007	884,794	409,004
		Subtotal	**1,205,811**	**593,713**
Passed through State of California Department of Public Health				
Public Health Emergency Preparedness	93.069	22-10643	947,354	-
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	2407BASE00; 29393-40	181,261	-
Immunization Cooperative Agreements	93.268	22-11068,5NH23IP922612-04-00	299,544	-
COVID-19 Immunization Cooperative Agreements	93.268	22-11068	25,839	-
COVID-19 Immunization Cooperative Agreements	93.268	22-11068	156,923	-
		Subtotal	**482,306**	**-**
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	COVID-19 ELC66	1,532,624	-
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	COVID-19 ELC 08; 19-1904	179,057	-
COVID-19 Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	ELCPHLSHARP-02	6,332	-
		Subtotal	**1,718,013**	**-**
COVID-19 Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	NU90TP22174-01-00; 78004-1	752,976	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	23-07-90899-00; 24-07-90899-00	268,034	-
Medicaid Cluster:				
Grants to States for Medicaid	93.778	202407	534,147	-
Grants to States for Medicaid	93.778	202407	645,760	23,870
Grants to States for Medicaid	93.778	23-10253	168,110	-
Grants to States for Medicaid	93.778	PEI 24-07	4,106	-
		Cluster Subtotal	**1,352,123**	**23,870**
Maternal, Infant and Early Childhood Home Visiting Grant	93.870	CHVP 24-07	1,351,517	25,242
National Bioterrorism Hospital Preparedness Program	93.889	22-10643	562,311	311,795
HIV Care Formula Grants	93.917	23-10960	607,678	46,101
HIV Prevention and Surveillance Activities - Health Department Based	93.940	15-10939	374,747	9,859
COVID-19 Sexually Transmitted Diseases (STD) Prevention and Control Grants	93.977	21-10550	13,122	-
Maternal and Child Health Services Block Grant to the States	93.994	202307	234,268	-
Maternal and Child Health Services Block Grant to the States	93.994	202407	159,349	-
Maternal and Child Health Services Block Grant to the States	93.994	202407	157,785	-
		Subtotal	**551,402**	**-**

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF CONTRA COSTA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2025

Federal Grantor/ Pass-Through Entity/ Federal Program Title	Assistance Listing (AL) Number	Grant Identifying Number	Federal Expenditures	Amount Passed to Subrecipients
U.S. Department of Health and Human Services (Continued)				
Passed through Public Health Foundation Enterprises, Inc.				
Epidemiology and Laboratory Capacity for Infectious Diseases	93.323	1NU51CK000387-01-00	$ 22,584	$ -
Antimicrobial Resistance Surveillance In Retail Food Specimens	93.876	5U01FD007141-04, 5U01FD007141-05	162,255	-
Passed through County of Alameda				
Ending the HIV Epidemic: A Plan for America - Ryan White HIV/AIDS Program Parts A and B	93.686	5 UT8HA33916-05-00	190,911	-
HIV Emergency Relief Project Grants	93.914	6 H89HA00018-33-01	1,922,280	336,543
Passed through State of California Department of Health Care Services				
Projects for Assistance in Transition from Homelessness (PATH)	93.150	1X06SM090094-01	146,399	146,399
Disabilities Prevention	93.184	29-338-30	637,822	-
Grants to States for Medicaid	93.778	MCAC 24-25-07	35,255,963	-
Grants to States for Medicaid	93.778	29-338-30	103,956	-
		Subtotal	**35,359,919**	**-**
Block Grants for Community Mental Health Services	93.958	1B09SM085984-01	2,701,267	830,807
COVID-19 Block Grants for Community Mental Health Services	93.958	1B09SM085337-01	682,055	-
		Subtotal	**3,383,322**	**830,807**
COVID-19 Block Grants for Prevention and Treatment of Substance Abuse	93.959	07-NNA-07	288,964	268,188
Block Grants for Prevention and Treatment of Substance Abuse	93.959	07-NNA-07	2,934,828	1,986,443
Block Grants for Prevention and Treatment of Substance Abuse	93.959	07-NNA-07	215,073	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	07-NNA-07	1,704,843	1,496,796
Block Grants for Prevention and Treatment of Substance Abuse	93.959	07-NNA-07	963,937	576,206
COVID-19 Block Grants for Prevention and Treatment of Substance Abuse	93.959	07-NNA-07	395,531	156,972
COVID-19 Block Grants for Prevention and Treatment of Substance Abuse	93.959	07-NNA-07	26,667	26,667
		Subtotal	**6,529,843**	**4,511,272**
Total U.S. Department of Health and Human Services			**241,063,031**	**13,417,979**
U.S. Department of Homeland Security				
Direct Program(s)				
Assistance to Firefighters Grant	97.044	EMW-2023-FG-07934	1,454,545	-
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	EMW-2021-FF-02046	3,266,829	-
Passed through State of California Department of Parks and Recreation				
Boating Safety Financial Assistance	97.012	C23706002	17,067	-
Boating Safety Financial Assistance	97.012	C24L0603	77,756	-
		Subtotal	**94,823**	**-**
Passed through State of California Office of Emergency Services				
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	PA-09-CA-4482-PW-02196	14,515,020	-
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	PA-09-CA-4482-PW-02396	3,649,683	-
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	PA-09-CA-4482-PW-02769	1,620,297	-
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	PA-09-CA-4482-PW-02827	5,256,138	-
COVID-19 Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	PA-09-CA-4482-PW-03127	1,295,515	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	13,254	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	892	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	10,722	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	24,731	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	2,685	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	5,149	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	7,931	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	15,843	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	32,365	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	332	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	876	-
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	013-00000	171,614	-
		Subtotal	**26,623,047**	**-**
Hazard Mitigation Grant	97.039	FEMA-4558-DR-CA Project #PL0356	41,635	-
Emergency Management Performance Grants	97.042	2023-0006	293,092	25,000
Homeland Security Grant Program	97.067	2021-0081	786,789	151,471
Homeland Security Grant Program	97.067	2022-0043	1,101,037	94,776
Homeland Security Grant Program	97.067	2023-0042	381,199	17,042
Homeland Security Grant Program	97.067	2024-0088	32,958	31,389
		Subtotal	**2,301,983**	**294,678**
Passed through City and County of San Francisco Department of Emergency Management				
Homeland Security Grant Program	97.067	2022-0043	353,989	-
Homeland Security Grant Program	97.067	2023-0042	41,666	-
Homeland Security Grant Program	97.067	13195	70,767	-
Homeland Security Grant Program	97.067	13180	39,096	-
		Subtotal	**505,518**	**-**
Total U.S. Department of Homeland Security			**34,581,472**	**319,678**
Total Expenditures of Federal Awards			**$ 363,517,548**	**$ 21,304,748**

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF CONTRA COSTA, CALIFORNIA
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2025

NOTE 1 – REPORTING ENTITY

The financial reporting entity, as defined by the Governmental Accounting Standards Board (GASB), consists of the primary government, which is the County of Contra Costa, California (County), organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Accounting

Funds received under the various grant programs have been recorded within the general fund, special revenue funds, capital projects fund, and enterprise funds of the County. The County utilizes the modified accrual method of accounting for the general fund, special revenue funds, and capital projects fund and full accrual basis of accounting for the enterprise funds.

The accompanying schedule of expenditures of federal awards (SEFA) is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in the SEFA may differ from amounts presented in, or used in, the preparation of the County's basic financial statements.

B. Schedule of Expenditures of Federal Awards

The accompanying SEFA presents the activity of all federal financial assistance programs of the County, except for the awards related to the County of Contra Costa Housing Authority (Housing Authority) that conducted a separate single audit in accordance with the Uniform Guidance. Federal financial assistance received directly from federal agencies, as well as any federal financial assistance passed through the State of California and other agencies, is included in the SEFA. The SEFA was prepared from only the accounts of various grant programs and therefore does not present the financial position, changes in fund balances/net position, or results of operations of the County.

The SEFA also includes the grant identifying number as provided by the federal or pass-through grantors. If no such number was provided, the County denotes "N/A" on the SEFA.

C. Loan Programs

The County has provided loans under several U.S. Department of Housing and Urban Development programs. These loans are made to carry out activities for affordable housing and economic development. The programs are administered both internally and by servicing and trust arrangements with financial institutions to collect loan repayments. The funds will be returned to the County programs upon repayment of the principal and interest and will be recorded as program income at that time. Loans extended under the Community Development Block Grants/Entitlement Grants (CDBG) and the Home Investment Partnerships Program (HOME) by the County are not considered loans as described in 2 CFR section 200.502(b) *Loans and loan guarantees (loans)*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Other Cluster Designated by the State of California

The SEFA includes the State-designated Aging Cluster, which is different than Part 5 of the 2025 *OMB Compliance Supplement*, as permitted by the Uniform Guidance in 2 CFR 200.1. The State-designated Aging Cluster includes Assistance Listing numbers 93.042, 93.043, 93.044, 93.045, 93.052, and 93.053.

NOTE 3 – SUMMARY OF FEDERAL EXPENDITURES OF THE HOUSING AUTHORITY

The Housing Authority's federal expenditures are excluded from the accompanying SEFA because they are separately audited by other auditors. Expenditures of federal awards of the Housing Authority for the fiscal year ended March 31, 2025, were as follows:

Federal Grantor	Assistance Listing Number	Federal Expenditures
Department of Housing and Urban Development (HUD):		
Housing Choice Voucher Cluster		
Section 8 Housing Choice Vouchers	14.871	$ 217,882,996
Mainstream Vouchers	14.879	4,916,077
Emergency Housing Vouchers	14.EHV	4,364,132
Total Housing Voucher Cluster		227,163,205
Continuum of Care Program	14.267	7,204,058
Public and Indian Housing	14.850	8,245,741
Public Housing Capital Fund Program	14.872	4,313,105
Family Self Sufficiency Program	14.896	320,812
Total Expenditures of Federal Awards		$ 247,246,921

NOTE 4 – INDIRECT COSTS

The County did not elect to use the de minimis cost rate as covered in 2 CFR section 200.414 *Indirect (F&A) costs,* with the exception of the Health Services Department's Continuum of Care Program (Assistance Listing number 14.267).

NOTE 5 – PROGRAM AND CLUSTER TOTALS

The following table summarizes programs and clusters funded by various sources or grants whose totals are not shown on the SEFA.

Federal Grantor/ Pass-Through Entity/ Federal Program Title	Assistance Listing Number	Federal Expenditures
Emergency Solutions Grant Program		
Direct from U.S. Department of Housing and Urban Development	14.231	$ 400,271
Passed through State of California Department of Housing and Community Development	14.231	289,627
Total Emergency Solutions Grant Program		$ 689,898
Edward Byrne Memorial Justice Assistance Grant Program		
Direct from U.S. Department of Justice	16.738	$ 197,297
Passed through California Board of State and Community Corrections	16.738	129,089
Total Edward Byrne Memorial Justice Assistance Grant Program		$ 326,386
Geographic Programs - San Francisco Bay Water Quality Improvement Fund		
Direct from Environmental Protection Agency	66.126	$ 167,898
Passed through Association of Bay Area Governments	66.126	206,115
Total Highway Safety Cluster Program		$ 374,013
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)		
Passed through State of California Department of Public Health (COVID-19)	93.323	$ 1,718,013
Passed through Public Health Foundation Enterprises, Inc.	93.323	22,584
Total Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)		$ 1,740,597
Refugee and Entrant Assistance State/Replacement Designee Administered Programs		
Passed through State of California Department of Social Services	93.566	$ 1,479,019
Passed through State of California Department of Public Health	93.566	268,034
Total Refugee and Entrant Assistance State/Replacement Designee Administered Programs		$ 1,747,053
Medicaid Cluster		
Medical Assistance Program:		
Passed through State of California Department of Social Services	93.778	$ 28,680,260
Passed through State of California Department of Health Care Services	93.778	35,359,919
Passed through State of California Department of Public Health	93.778	1,352,123
Total Medical Assistance Program		$ 65,392,302
Homeland Security Grant Program		
Passed through State of California Office of Emergency Services	97.067	$ 2,301,983
Passed through City and County of San Francisco Department of Emergency Management	97.067	505,518
Total Homeland Security Grant Program		$ 2,807,501

NOTE 6 – DISASTER GRANTS – PUBLIC ASSISTANCE (PRESIDENTIALLY DECLARED DISASTERS)

The California Governor's Office of Emergency Services (CalOES) reimburses the County for a percentage of allowable costs funded by Disaster Grants – Public Assistance (Presidentially Declared Disasters) (Programs), assistance listing number 97.036. During fiscal year 2025, the Programs claimed $26,623,047 for costs incurred between fiscal years 2020 through 2024. The prior year reimbursed costs are allowable and consistent with Public Assistance Funding. CalOES issues Obligation Letters which were received at multiple times during fiscal year 2025. The CalOES Obligation Letters provide cost recognition and reimbursements for all response and recovery projects arising out of the COVID-19 events and storm damage.

COUNTY OF CONTRA COSTA, CALIFORNIA
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2025

Section I Summary of Audit Results

Financial Statements:

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards:

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	No
Type of auditor's report issued on compliance with major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	No

Identification of major programs:

Name of Federal Program or Cluster	Assistance Listing Number(s)
(1) Medicaid Cluster:	
Grants to States for Medicaid	93.778
(2) Foster Care – Title IV-E	93.658
(3) Adoption Assistance – Title IV-E	93.659
(4) WIOA Cluster:	
WIOA Adult Cluster	17.258
WIOA Youth Activities	17.259
WIOA Dislocated Worker Formula Grants	17.278
(5) State Aging Cluster:	
Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042
Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043

Section I Summary of Audit Results (Continued)

(5) State Aging Cluster (Continued):

Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045
National Family Caregiver Support, Title III, Part E	93.052
Nutrition Services Incentive Program	93.053

(6) Block Grants for Prevention and Treatment of Substance Abuse ... 93.959

(7) Continuum of Care Program ... 14.267

(8) Low-Income Energy Assistance Program ... 93.568

(9) Epidemiology and Laboratory Capacity for Infectious Diseases ... 93.323

(10) Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response ... 93.354

Dollar threshold used to distinguish between type A and type B programs:	$3,000,000
Auditee qualified as low-risk auditee?	Yes

Section II Financial Statement Findings

None reported.

Section III Federal Award Findings and Questioned Costs

None reported.

COUNTY OF CONTRA COSTA, CALIFORNIA
Summary Schedule of Prior Year Findings
For the Year Ended June 30, 2025

There were no prior year findings or questioned costs reported.

COUNTY OF CONTRA COSTA, CALIFORNIA

Supplemental Schedule of Expenditures of Federal and State Awards Provided by the California Department of Aging

For the Year Ended June 30, 2025

Federal Grantor Pass-through Grantor Program Title	Assistance Listing Number	Grant/Contract Number	State Expenditures	Federal Expenditures
State Awards: State of California Department of Aging				
Federal Awards: U.S. Department of Health & Human Services and U.S. Department of Agriculture, ***Passed through the State of California Department of Aging***				
Aging Cluster				
Special Programs for Aging Title VII A Chapter 2 Long Term Care Ombudsman Services for Older Individuals	93.042	AP-2425-07	$ 338,496	$ 118,837
Special Programs for Aging-Title III Part D Disease Prevention and Health Promotion Services	93.043	AP-2425-07	-	62,981
Special Programs for Aging-Title III Part B Grants for Supportive Services and Senior Centers	93.044	AP-2425-07	-	1,157,512
Special Programs for Aging Title IIIC, Nutrition Services	93.045	AP-2425-07	1,115,341	2,642,587
National Family Caregiver Support Title III Part E	93.052	AP-2425-07	-	561,935
Nutrition Services Incentive Program (NSIP)	93.053	AP-2425-07	-	278,333
COVID-19 Special Programs for Aging-Title III Part B Grants for Supportive Services and Senior Centers	93.044	AP-2122-07	-	125,369
COVID-19 Special Programs for Aging Title IIIC	93.045	AP-2122-07	-	85,774
COVID-19 National Family Caregiver Support Title III Part E	93.052	AP-2122-07	-	194,851
		Subtotal Aging Cluster	**1,453,837**	**5,228,179**
Other Aging Programs				
State Administrative Matching Grants for Supplemental Nutrition Assistance Program- SNAP-Ed	10.561	CF-2223-07	-	358,170
State Health Insurance Assistance Program (HICAP)	93.324	HI-2425-07 / AAA-2425-07	254,351	133,770
Medicare Enrollment Assistance Program	93.071	MI-2324-07	-	41,938
Total Expenditures of Federal and State Awards			**$ 1,708,188**	**$ 5,762,057**
State-only Awards				
Special Deposit Fund (SDF)-State Facilities Citation Penalties	NA	AP-2324-07	$ 21,496	
Skilled Nursing Facility Quality and Accountability (SNFQAF)	NA	AP-2324-07	72,731	
Public Health L & C Program Fund (PH L&C)	NA	AP-2324-07	35,074	
Total Expenditures State Awards			**$ 129,301**	

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Schedule of Child Nutritional Program Revenues
For the Year Ended June 30, 2025

Child and Adult Care Food Program (CACFP)
ALN 10.558

The Child and Adult Care Food Program income represents the assistance received from the Federal government in relation to the maintenance of a subsidized food program.

The following is a summary of the total assistance received by the County and the various child development programs to which the funds were allocated for the fiscal year ended June 30, 2025.

	Total Federal Assistance
State Funded Programs:	
General Child Care Program	$ 100,675
CA State Preschool Program	331,383
Other Programs:	
Head Start and Early Head Start	228,894
Total Federal Assistance	**$ 660,952**

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 24F-3007 (Assistance Listing No. 93.569)
For the Period January 1, 2024 through June 30, 2025

	1-Jan-24 through 30-Jun-24	1-Jul-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant Revenue	$ 92,370	$ 884,794	$ 977,164		$ 977,164
Total Revenue	92,370	884,794	$ 977,164		977,164
EXPENDITURES					
Administrative Costs					
Salaries & Wages	395	12,705	13,100	13,100	13,100
Fringe Benefits	363	5,307	5,670	5,670	5,670
Other Costs	30,630	27,105	57,735	57,735	57,735
Total Administrative Costs	31,388	45,117	76,505	76,505	76,505
Program Costs					
Salaries & Wages	26,513	246,119	272,632	272,632	272,632
Fringe Benefits	14,236	123,789	138,025	138,025	138,025
Operating Expenses	20,233	57,917	78,150	78,150	78,150
Out-of-State Travel	-	2,848	2,848	2,848	2,848
Subcontractor/Consultant Services	-	409,004	409,004	409,004	409,004
Other Costs	-	-	-	-	-
Total Program Costs	60,982	839,677	900,659	900,659	900,659
Total Expenses	**$ 92,370**	**$ 884,794**	**$ 977,164**	**$ 977,164**	**$ 977,164**

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 25F-6007 (Assistance Listing No. 93.569)
For the Period January 1, 2025 through June 30, 2025

	1-Jan-25 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE				
Grant Revenue	$ 321,017	$ 321,017		$ 945,470
Total Revenue	321,017	321,017		945,470
EXPENDITURES				
Administrative Costs				
Salaries & Wages	11,705	11,705	11,705	16,599
Fringe Benefits	7,823	7,823	7,823	10,125
Other Costs	23,736	23,736	23,736	70,000
Total Administrative Costs	43,264	43,264	43,264	96,724
Program Costs				
Salaries & Wages	43,439	43,439	43,439	275,030
Fringe Benefits	33,834	33,834	33,834	129,006
Operating Expenses	12,345	12,345	12,345	25,710
Out-of-State Travel	3,426	3,426	3,426	10,000
Subcontractor/Consultant Services	184,709	184,709	184,709	409,000
Other Costs		-	-	-
Total Program Costs	277,753	277,753	277,753	848,746
Total Expenses	**$ 321,017**	**$ 321,017**	**$ 321,017**	**$ 945,470**

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 24B-2005 (EHA16) (Assistance Listing No. 93.568)
For the Period November 1, 2023 through June 30, 2025

	1-Nov-23 through 30-Jun-24	1-Jul-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant Revenue	$ 604,933	$ 552,883	$ 1,157,816		$ 1,157,816
Total Revenue	604,933	552,883	1,157,816		1,157,816
EXPENDITURES					
Assurance 16 Costs					
Assurance 16	189,905	72,679	262,584	262,584	263,433
Administrative Costs					
Administrative Costs	92,828	103,090	195,918	195,918	263,434
Total A-16/Administration Costs	282,733	175,769	458,502	458,502	526,867
Program Support Costs					
Intake	54,356	132,672	187,028	187,028	252,380
Outreach	63,743	69,321	133,064	133,064	157,737
Training & Technical Assistance	19,125	43,272	62,397	62,397	63,095
Total Program Support Costs	137,224	245,265	382,489	382,489	473,212
Program Services Costs					
ECIP Emergency Heating and Cooling Servic	184,976	131,849	316,825	316,825	157,737
Total Expenses	**$ 604,933**	**$ 552,883**	**$ 1,157,816**	**$ 1,157,816**	**$ 1,157,816**

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 24B-2005 (WX) (Assistance Listing No. 93.568)
For the Period November 1, 2023 through June 30, 2025

	As Previously Reported 1-Nov-23 through 30-Jun-24	Additional Amounts* 1-Nov-23 through 30-Jun-24	Updated Total 1-Nov-23 through 30-Jun-24	1-Jul-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE							
Grant Revenue	$ 508,825	$ 798,307	$ 1,307,132	$ 10,039	$ 1,317,171		$ 1,317,171
Total Revenue	508,825	798,307	1,307,132	10,039	1,317,171		1,317,171
EXPENDITURES							
Weatherization Program Costs							
Intake	16,915	49,759	66,674	-	66,674	66,674	105,374
Outreach	6,231	22,268	28,499	-	28,499	28,499	65,859
Training and Technical Assistance	1,384	31,540	32,924	-	32,924	32,924	65,859
Total Program Costs:	24,530	103,567	128,097	-	128,097	128,097	237,092
Weatherization Direct Program Costs							
Weatherization Activity Expenditures	484,295	694,740	1,179,035	10,039	1,189,074	1,189,074	1,080,079
Total Expenses	**$ 508,825**	**$ 798,307**	**$ 1,307,132**	**$ 10,039**	**$ 1,317,171**	**$ 1,317,171**	**$ 1,317,171**

* Subsequent to the issuance of the Supplemental Statement of Revenue and Expenditures (SSRE) for the period through June 30, 2024 included in the fiscal year 2023-24 Single Audit, the County received an amendment increasing the total allocation for the prior fiscal year which is reflected in the additional amounts column and results in an updated total for revenues and expenditures through June 30, 2024.

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 23J-5709 (EHA16) (Assistance Listing No. 93.568)
For the Period April 15, 2023 through June 30, 2025

	15-Apr-23 through 30-Jun-23	As Previously Reported 1-Jul-23 through 30-Jun-24	Additional Amounts* 1-Jul-23 through 30-Jun-24	Updated Total 1-Jul-23 through 30-Jun-24	1-Jul-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE								
Grant Revenue	$ -	$ 160,486	$ 47,278	$ 207,764	$ 215,298	$ 423,062		$ 423,062
Total Revenue	-	160,486	47,278	207,764	215,298	423,062		423,062
EXPENDITURES								
Assurance 16 Costs								
Assurance 16	-	35,923	-	35,923	-	35,923	35,923	35,923
Administrative Costs								
Administrative Costs	-	24,616	-	24,616	53,913	78,529	78,529	135,923
Total A-16/Administration Costs	-	60,539	-	60,539	53,913	114,452	114,452	171,846
Program Support Costs								
Intake	-	-	7,780	7,780	-	7,780	7,780	55,486
Outreach	-	-	12,681	12,681	-	12,681	12,681	81,554
Training & Technical Assistance	-	-	-		4,625	4,625	4,625	32,622
Total Program Support Costs	-	-	20,461	20,461	4,625	25,086	25,086	169,662
Program Services Costs								
Program Services and Program Costs	-	99,947	26,817	126,764	156,760	283,524	283,524	81,554
Total Expenses	**$ -**	**$ 160,486**	**$ 47,278**	**$ 207,764**	**$ 215,298**	**$ 423,062**	**$ 423,062**	**$ 423,062**

* Subsequent to the issuance of the Supplemental Statement of Revenue and Expenditures (SSRE) for the period through June 30, 2024 included in the fiscal year 2023-24 Single Audit, the County received an amendment increasing the total allocation for the prior fiscal year which is reflected in the additional amounts column and results in an updated total for revenues and expenditures through June 30, 2024.

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 23J-5709 (WX) (Assistance Listing No. 93.568)
For the Period April 15, 2023 through June 30, 2025

	As Previously Reported 15-Apr-23 through 30-Jun-23	Additional Amounts* 15-Apr-23 through 30-Jun-23	Updated Total 15-Apr-23 through 30-Jun-23	As Previously Reported 1-Jul-23 through 30-Jun-24	Additional Amounts* 1-Jul-23 through 30-Jun-24	Updated Total 1-Jul-23 through 30-Jun-24	1-Jul-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE										
Grant Revenue	$ 215,904	$ 114,456	$ 330,360	$ 291,840	$ 57,416	$ 349,256	$ -	$ 679,616		$ 679,616
Total Revenue	215,904	114,456	330,360	291,840	57,416	349,256	-	679,616		679,616
EXPENDITURES										
Weatherization Program Costs										
Intake	7,363	7,586	14,949	16,349	475	16,824	-	31,773	31,773	54,369
Outreach	4,707	3,599	8,306	8,059	308	8,367	-	16,673	16,673	33,981
Training and Technical Assistance	2,084	331	2,415	1,208	2,562	3,770	-	6,185	6,185	33,981
Total Program Costs:	14,154	11,516	25,670	25,616	3,345	28,961	-	54,631	54,631	122,331
Weatherization Direct Program Costs										
Weatherization Activity Expenditures	201,750	102,940	304,690	266,224	54,071	320,295	-	624,985	624,985	557,285
Total Expenses	**$ 215,904**	**$ 114,456**	**$ 330,360**	**$ 291,840**	**$ 57,416**	**$ 349,256**	**$ -**	**$ 679,616**	**$ 679,616**	**$ 679,616**

* Subsequent to the issuance of the Supplemental Statement of Revenue and Expenditures (SSRE) for the period through June 30, 2024 included in the fiscal year 2023-24 Single Audit, the County received an amendment increasing the total allocation for the prior fiscal years which are reflected in the additional amounts columns and results in an updated totals for revenues and expenditures through June 30, 2024.

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 24Q-2554 (EHA16) (Assistance Listing No. 93.568)
For the Period May 1, 2024 through May 31, 2025

	1-May-24 through 31-May-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE				
Grant Revenue	$ 26,218	$ 26,218		$ 26,218
Total Revenue	26,218	26,218		26,218
EXPENDITURES				
Assurance 16 Costs				
Assurance 16	5,578	5,578	5,578	5,578
Administrative Costs				
Administrative Costs	5,578	5,578	5,578	5,578
Total A-16/Administration Costs	11,156	11,156	11,156	11,156
Program Support Costs				
Intake	8,033	8,033	8,033	8,033
Outreach	5,021	5,021	5,021	5,021
Training & Technical Assistance	2,008	2,008	2,008	2,008
Total Program Support Costs	15,062	15,062	15,062	15,062
Total Expenses	**$ 26,218**	**$ 26,218**	**$ 26,218**	**$ 26,218**

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 22P-7005 (Assistance Listing No. 81.042)
For the Period June 1, 2023 through June 30, 2025

	As Previously Reported 1-Jul-23 through 30-Jun-24	Additional Amounts* 1-Jul-23 through 30-Jun-24	Updated Total 1-Jul-23 through 30-Jun-24	1-Jul-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE							
Grant Revenue	$ 23,576	$ 61,939	$ 85,515	$ 810,231	$ 895,746		$ 1,307,477
Total Revenue	23,576	61,939	85,515	810,231	895,746		1,307,477
EXPENDITURES							
Administration							
Administrative Costs	1,142	6,256	7,398	42,867	50,265	50,265	112,375
Total Administation Costs	1,142	6,256	7,398	42,867	50,265	50,265	112,375
Training & Technical Assistance							
Training & Technical Assistance	2,490	32,160	34,650	48,986	83,636	83,636	163,626
Client Education	626	7	633	24,022	24,655	24,655	13,283
Out of State Travel	-	-	-	4,935	4,935	4,935	6,217
Total Training & Technical Assistance	3,116	32,167	35,283	77,943	113,226	113,226	183,126
Program Costs Section 1							
Health & Safety Activities	4,170	-	4,170	86,326	$ 90,496	90,496	195,058
Total Program Costs Section 1	4,170	-	4,170	86,326	$ 90,496	90,496	195,058
Program Costs Section 2							
Intake	1,048	-	1,048	27,372	28,420	28,420	35,400
Outreach	450	-	450	11,850	12,300	12,300	17,500
Direct Program Activities	9,128	-	9,128	240,375	249,503	249,503	430,544
General Operating Costs	1,070	4,929	5,999	40,850	46,849	46,849	328,479
Other Program Costs	3,452	18,587	22,039	282,648	304,687	304,687	4,995
Total Program Costs Section 2	15,148	23,516	38,664	603,095	641,759	641,759	816,918
Total Expenses	**$ 23,576**	**$ 61,939**	**$ 85,515**	**$ 810,231**	**$ 895,746**	**$ 895,746**	**$ 1,307,477**

* Subsequent to the issuance of the Supplemental Statement of Revenue and Expenditures (SSRE) for the period through June 30, 2024 included in the fiscal year 2023-24 Single Audit, the County received an amendment increasing the total allocation for the prior fiscal year which is reflected in the additional amounts column and results in an updated total for revenues and expenditures through June 30, 2024.

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 25B-3005 (EHA16) (Assistance Listing No. 93.568)
For the Period November 1, 2024 through June 30, 2025

	1-Nov-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE				
Grant Revenue	$ 993,038	$ 993,038		$ 1,252,205
Total Revenue	993,038	993,038		1,252,205
EXPENDITURES				
Assurance 16 Costs				
Assurance 16	145,526	145,526	145,526	284,997
Administrative Costs				
Administrative Costs	283,405	283,405	283,405	284,997
Total A-16/Administration Costs	428,931	428,931	428,931	569,994
Program Support Costs				
Intake	208,494	208,494	208,494	272,884
Outreach	145,121	145,121	145,121	170,553
Training & Technical Assistance	52,337	52,337	52,337	68,221
Total Program Support Costs	405,952	405,952	405,952	511,658
Program Services Costs				
ECIP Emergency Heating and Cooling Servic	158,155	158,155	158,155	170,553
Total Expenses	**$ 993,038**	**$ 993,038**	**$ 993,038**	**$ 1,252,205**

COUNTY OF CONTRA COSTA
Employment and Human Services Department-Community Services Bureau
Supplemental Statement of Revenue and Expenditures (SSRE)
CSD Contract No. 25B-3005 (WX) (Assistance Listing No. 93.568)
For the Period November 1, 2024 through June 30, 2025

	1-Nov-24 through 30-Jun-25	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE				
Grant Revenue	$ 732,968	$ 732,968		$ 1,418,559
Total Revenue	732,968	732,968		1,418,559
EXPENDITURES				
Weatherization Program Costs				
Intake	50,223	50,223	50,223	113,485
Outreach	12,083	12,083	12,083	70,928
Training and Technical Assistance	38,733	38,733	38,733	70,928
Total Program Costs:	101,039	101,039	101,039	255,341
Weatherization Direct Program Costs				
Weatherization Activity Expenditures	631,929	631,929	631,929	1,163,218
Total Expenses	**$ 732,968**	**$ 732,968**	**$ 732,968**	**$ 1,418,559**

Promoting Safe Early Childhood Education for All

Guidance and Model Policies for Early Childhood Education and Child Care Providers Pursuant to the Family Preparedness Plan Act of 2025

Rob Bonta
California Attorney General
April 2026

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Introduction and Purpose of Guide and Model Policies

Assembly Bill (AB) 495, the Family Preparedness Plan Act of 2025, effective January 1, 2026, limits the ways in which early childhood education (ECE) and child care providers can assist with immigration enforcement.

The purpose of the Act, and this guide, is to keep ECE and child care facilities safe and accessible to all children and families in California, regardless of immigration status.

AB 495 requires the Attorney General to publish by April 1, 2026 model policies limiting assistance with immigration enforcement at licensed child daycare facilities and license-exempt California state preschool program facilities to the fullest extent possible consistent with federal and state law, and ensuring that those facilities remain safe and accessible to all California residents, regardless of immigration status. (Health & Safety Code, § 1597.640(f).) AB 495 further requires certain providers (all California State Preschool Programs, or CSPPs) to adopt these model policies or equivalent policies, as soon as possible, but no later than **July 1, 2026.** This document contains those model policies, which are also summarized in Part One of Appendix A. Providers may develop stronger policies and protections related to immigration enforcement, as long as they comply with the law.

This guide is not legal advice. It is based on law current as of April 1, 2026, which may change. It is intended to explain relevant laws and best practices, but it cannot cover all possible scenarios or legal questions.

What's in this Guide?

This guidance addresses several questions related to immigration enforcement for ECE and child care providers:

- Chapter 1: What sensitive information are you required to collect about the children and families you serve, and what information are you not allowed to collect?
- Chapter 2: When are you required to share information with immigration or other law enforcement agents?[1] What information are you not allowed to share?
- Chapter 3: What do you need to do if immigration enforcement agents show up at your facility?
- Chapter 4: What should you do if a child's family member is detained or deported?
- Chapter 5: When are you required to update and share your policies?
- Appendix Resources:
  - **Appendix A: Summary of Model Policies for ECE and Child Care Providers** (Part One summarizes the model policies that must be adopted by CSPPs. Part Two includes best practices listed in this guide. This appendix can be used as an optional template that can be used to establish procedures for responding to immigration enforcement.)
  - **Appendices B-G**: **Examples of Warrants, Subpoenas, and Other Enforcement Documents**
  - **Appendix H: Summary of Confidentiality Laws** (a reference document explaining the confidentiality laws that apply to different types of ECE and child care providers)
  - **Appendix I: "Know Your Rights" Guide for Families** (a short, plain language guide to help families of children in early education and child care understand their rights)

- **Appendix J: Quick Reference Best Practices Checklist for ECE and Child Care Providers on Immigration Enforcement** (step-by-step checklists that summarize what to do in different scenarios related to immigration enforcement)
- **Appendix K: Quick Reference for ECE Providers: Requirements at a Glance** (a chart that summarizes the requirements of AB 495)
- **Appendix L: List of Resources** (more resources and organizations to help with legal questions, community support, and other needs)

Important new requirements for ECE and child care providers under AB 495 (and where to learn more):

- ECE and child care providers **cannot** collect information or documents regarding the citizenship or immigration status of children or their family members unless required by law or to administer a state or federally supported educational program. (See pages 5-13.)
- Licensed child daycare facilities must report any requests for information or access to the facility related to immigration enforcement (reporting is optional for a license-exempt California State Preschool Program (CSPP). (**How to report:** page 23.)
- ECE and child care providers must ask families to review and update their emergency contact information. (**What to do**: see page 5.)
- If parents or authorized representatives are detained or cannot care for a child, ECE and child care providers must rely on emergency contact information to release the child to a safe person. (See pages 33-34.)
- **By July 1, 2026,** CSPPs must adopt the model policies in this document. (See pages 12-13, 19, 30-31, and 37, or Appendix A.)
- All ECE and child care providers must review their own policies to make sure they do not conflict with these model policies, and any information, policies, or guidance provided by facilities to parents or authorized representatives must be revised if they do. (See pages 12-13, 19, 30-31, and 37, or Appendix A.)
- ECE and child care providers must tell families where to find these model policies. (See page 36.)

There are additional requirements that apply to ECE and child care providers that are **operated by school districts, charter schools, or county offices of education** (also known as local educational agencies or **LEAs**). To learn more about those rules, see our guidance for TK-12 schools. There are also additional requirements that apply to ECE and child care providers that are **operated by colleges and universities**. To learn more about those rules, see our guidance for colleges and universities.

Does This Guidance Apply to You?

AB 495, the new law that this guidance is based on, applies to "**licensed child daycare facilities"** and **"license-exempt California state preschool program facilities**," so these terms will be used in this guidance when discussing the law.

"**Licensed child daycare facilities**" refers to all licensed child care facilities in California, including all licensed California State Preschool Programs (CSPPs). This includes most family child care homes, preschools, and other early childhood education facilities in California.[2]

"**License-exempt California State Preschool Program facilities**" refers to those California State Preschool Program classrooms operated by LEAs under contract with the California Department of Education (CDE) that meet additional operating requirements in a school building and that meet specified conditions.[3]

Between these two categories, nearly all child care facilities, early childhood education facilities, daycares, and preschools in California are covered by AB 495.[4] For the purpose of this guidance, the term "**ECE and child care provider**" will be used to refer to all of these groups, except when more specific terms are needed to explain the law.

Child care and early education facilities in California are licensed and regulated by the California Department of Social Services (CDSS), with a few exceptions, such as the license-exempt California State Preschool Programs operated by LEAs discussed above.[5] CDE administers the CSPP program.

This guidance also applies to one kind of early education facility that is unlicensed. As discussed above, CSPPs that are operated through LEAs and meet certain other requirements are exempt from CDSS licensing, but this guidance still applies to them.[6]

AB 495 and the guidance do **not** apply to other unlicensed child care facilities or informal child care arrangements, such as:

- Relatives who care for children in their own family
- Family child care homes that provide care for the children of only one family in addition to the operator's own children
- Certain parent-run cooperative daycares that do not involve payment
- Crisis nurseries
- Certain temporary on-site daycares[7]

How to Use This Guide

- **If you want to understand all the details:** Read this complete document. The "Governing Law" section at the start of each chapter explains the state and federal laws that this guidance is based on. The "Policy Recommendations and Best Practices" section in each chapter tells you how to apply the law to different situations, including best practices to keep facilities safe for children and families. The "Model Policies" section in each chapter are the policies that should be adopted. These Model Policies are summarized in Part One of Appendix A, along with an optional policy template and best practices.
- **If you want a quick best practices checklist of what to do to respond in various scenarios related to immigration enforcement**, read Appendix J.
- **If you want to see the AB 495 requirements at a glance**, read Appendix K.
- **Everyone must**: Read the model policies at the end of each section and make sure you do not have any policies at your program that conflict with them. Tell families of children you serve how to find these policies, and revisit them to make sure you are staying updated with any changes.

- **If you are a California State Preschool Program**, including both those that are licensed and those that are license-exempt, you must adopt the model policies at the end of each section **by July 1, 2026**.
- **If you want a sample policy that contains the model policies in this guide and additional best practices your facility can adopt**, go to Appendix A.

Note: In this guide, "immigration enforcement" includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry, or reentry to, or employment in, the United States. This guide uses the terms "immigration agent," "immigration enforcement agent," and "agent." All of these terms are used in reference to any state or federal agent or official seeking to enforce federal immigration law.

01 Gathering and Handling Child and Family Information

Purpose

To help you understand (1) the laws about what kinds of sensitive information you must collect about children that might relate to immigration enforcement, (2) what information you may not collect, and (3) your options for collecting less-sensitive information. Additionally, it provides model policies for collecting and handling children's information.

Governing Law

1. Citizenship or Immigration Status Information

ECE and child care providers should never ask for information about citizenship or immigration status unless certain requirements apply. Under AB 495, a state law that went into effect January 1, 2026, employees of licensed child daycare and license-exempt California State Preschool Program facilities shall not collect information or documents regarding citizenship or immigration status of children or their family members except as required by state or federal law, or as required to administer a state or federally supported educational program.[8] At the time of publication, no state or federal law or educational program requires collecting this information, so providers must not collect it.[9] (This may change, so providers should stay up to date with program rules, especially for federal programs like Head Start.)

However, some state and federally funded educational programs may require ECE and child care providers to collect other kinds of documents during the enrollment process that might directly or indirectly indicate citizenship or immigration status information. These documents, as well as alternative documents that providers might collect instead, are discussed in more detail below.

2. Emergency Contact Information

All ECE and child care providers must maintain emergency contact information for the children who are enrolled.[10] Under AB 495, the licensee or administrator of a licensed child daycare or a license-exempt CSPP facility must ask parents or authorized representatives to review and update their emergency contact information, as needed.[11] If the ECE or child care provider is aware that a child's parent or authorized representative is not available to care for the child, they must first follow any parental instructions relating to the child's care found in the child's emergency contact information.[12] (See Chapter 4 below for more on responding to the detention of a child's family member.)

3. Social Security Numbers

Every individual has a considerable privacy interest in keeping their social security number confidential.[13] There is no federal or state requirement for ECE and child care providers to collect social security numbers or the last four digits of social security numbers from children or their families, nor is there currently any state or federal education program that requires collecting full or partial social security numbers. Therefore, providers should not collect social security numbers or portions of social security numbers.

4. Enrollment Information

During the enrollment process, ECE and child care providers collect information about children and their families. To protect families' privacy, providers should not collect more information than is required by state or federal law to administer their program. What you are required to collect, however, depends on your specific situation as a provider.

ECE and child care providers who participate in certain state and federal programs may be required to collect information to determine a child's eligibility for these programs. Although families are never asked to provide citizenship or immigration status information, some documents that families may submit to show eligibility for these programs include sensitive information that might indicate a family's immigration status, either directly or indirectly. These documents, and alternative documents that providers can accept instead, are discussed in more detail below. In general, providers should avoid collecting unnecessary sensitive information about children and their families so that they can help protect families' privacy.

Title 5 Government-Funded Programs

Some ECE and child care providers receive funding from the State of California to administer ECE and child care programs. These are sometimes called "Title 5 programs," a reference to Title 5 of the California Code of Regulations.[14] There are two main types of programs regulated by Title 5:

- **Direct-Contract Programs**
  - Administered by CDSS: **Child Care and Development Programs**, also called Early Learning and Care Programs, include General Child Care and Development Programs, including CCTR and Family Child Care Home Education Networks, Migrant Child Care and Development Programs, and the Children with Severe Disabilities (CHAN) program. These programs are funded with a mix of state and federal funding. Participating ECE and child care providers are referred to here as Title 5 contractors.
  - Administered by CDE: **The California State Preschool Program (CSPP**) including LEA-based, center-based, and CSPPs operated through a Family Child Care Home Education Network. CSPP is funded entirely with state funding.
- **Voucher-Based Programs (funded by California and the federal government and administered by CDSS).** This includes ECE and child care providers who receive payment through CalWORKS vouchers, the Alternative Payment Program, and the Migrant Alternative Payment Program (CMAP).

Family Data File for Title 5 Programs

ECE and child care providers participating in Title 5 programs described above must maintain a Family Data File.[15] This file includes a family's application for services as well as the records used to document the family's eligibility and need for ECE or child care services, among other items.[16] All paper and electronic records must be kept for a minimum of five years.[17]

While the application requires a child's date of birth, there is no requirement to collect or maintain a child's birth certificate or other document to prove the date of birth. However, families might submit birth certificates and other potentially sensitive documents such as an Individualized Education Program (IEP) to show eligibility or the child's relationship to the adults in the family, in which case those documents must be maintained.

The section below discusses other documents required to show need and eligibility for these programs.

Family Size and Relationship to Child

Families enrolling in Title 5 programs must provide documentation to prove the relationship between the child and the person enrolling them.[18] Many of the documents that families could use to prove that relationship (such as birth certificates, custody court orders, adoption or foster care records, school or medical records, and county welfare department records) may contain potentially sensitive information that might reflect a family's immigration status. Sensitive information might include social security numbers, country of birth, or narrative details about the family's immigration story. However, families have the option to provide "[o]ther reliable documentation indicating the relationship of the child to the parent."[19] This could include court orders or guardianship documentation.

Another document families might provide to prove their relationship to the child is the Caregiver Authorization Affidavit,[20] discussed further at pages 32-33. While this document does not state immigration status, families may be concerned that it could be used to infer immigration status. However, it can be a useful option for parents who need to identify a temporary caregiver without giving up custody of their child.

Eligibility Documentation

Similarly, families must provide documentation to prove eligibility for Title 5 programs, often based on income.[21] Parents who are employed must show income with paystubs, a letter from their employer, or "other record of wages issued by the employer" from either month of the preceding two-month window.[22] Parents who are self-employed may use documents like business ledgers, receipts, or tax returns.[23] The rules also provide methods by which Title 5 contractors must verify families' reported income, such as reviewing tax returns or contacting employers or clients.[24] Many of the documents used to prove or verify income or other bases for eligibility may contain sensitive information that could indicate citizenship or immigration status. For example, families may be concerned that employment in certain industries or jobs may be used to infer immigration status. Tax returns can also indicate immigration status. In general, ECE and child care providers should accept any documents that comply with the law.

Families may also worry that contacting employers or clients puts them at risk. If families are concerned that contacting their employers would adversely affect their employment or if the employers refuse to provide documentation, families can provide other means of verification.[25] Similarly, when a self-employed parent's income cannot be independently verified, the contractor can instead assess whether the reported income is reasonable or consistent with the community practice for that type of employment.[26]

One basis for eligibility for some state-funded programs, a child's disability, requires the family to submit a portion of the child's active Individual Family Service Plan (IFSP) or the IEP.[27] However, these documents may contain significant information about children and their families, some of which may be sensitive, and ECE and child care providers are not required to retain most information in these documents apart from what is required by law.[28]

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Documentation of Need for Services

Families enrolling in Title 5 programs must also document their need for services.[29] The most common reason parents need full-time child care or preschool is that parents are employed or are enrolled in a vocational training or educational program.[30] Families can document employment (or self-employment) using methods similar to those discussed above with regard to income, such as paystubs, letters from employers, client receipts, etc.[31] As with income, some documents that parents might submit to document employment or other reasons for needing care might indicate citizenship or immigration status. And similar to income documentation, a parent can attest that a request for employer documentation would adversely affect the parent's employment.[32] In those cases, the ECE or child care provider can determine whether the parent's description of the days and hours of employment and community practice are reasonable. Similarly, if eligibility is based on the parent's participation in vocational training or an educational program, they must submit documentation to show their enrollment in the vocational training or educational program.[33]

Other Title 5 programs require additional information that could be sensitive. For example, California's Migrant Child Care and Development Program requires that families document their employment in fishing, agriculture, or agriculturally related work.[34] Under a new law effective in 2025, self-certification of income for this program may be handled like other child care and development programs under Title 5.[35]

Title 5 Voucher Programs

Title 5 voucher programs, such as CalWORKS, the Alternative Payment Program, and the Migrant Alternative Payment Program, help families that meet certain criteria pay for child care and development programs. Many ECE and child care providers accept vouchers instead of direct payment from eligible families. Voucher programs have the same kinds of eligibility and documentation requirements as other Title 5 programs,[36] but in most cases ECE and child care providers do not collect this information from families directly. Instead, program contractors confirm children's eligibility and provide the vouchers that families can bring to ECE and child care providers who accept them. However, even when ECE and child care providers do not directly collect eligibility information, they may have access to children's information, which may be sensitive for immigration enforcement. Providers should follow the rules of each specific voucher program to ensure they are not retaining more information than is required.

Federally Funded ECE and Child Care Programs

Head Start

Head Start and Early Head Start programs are free, federally funded programs designed to promote school readiness for infants, toddlers, and preschoolers from families that meet income eligibility requirements.[37] Head Start programs can be run by private agencies, nonprofit organizations, or school districts.

Like Title 5 programs, Head Start requires families to submit information to document eligibility that could be sensitive, and program staff are required to verify and maintain that documentation.[38] Again, however, there are some exceptions to these requirements and sometimes it is possible for families to use documentation that is less sensitive. For example, Head Start program staff must verify children's ages according to program policies and procedures, but these policies and procedures cannot require families to provide documents that confirm a child's age if doing so creates a barrier for the family to enroll the child.[39]

Please note that this summary is current as of April 1, 2026, and future developments may change the eligibility requirements relating to Head Start. In 2025, the federal government tried to bar undocumented children from participating in Head Start. It did this by deciding that Head Start is subject to a federal law that prohibits people without legal immigration status from accessing federal benefits (sometimes called the "public charge" rule).[40] However, California and other states and organizations sued the federal government and at the time of the publication of this guidance, the cases are still being litigated.[41] Federal courts have prohibited the federal government from enforcing its new rules while the cases are proceeding, so the old rules still apply and Head Start programs are currently not restricted on the basis of immigration status.[42]

Title I, Part A Preschools

"Title I, Part A" preschools are another example of federally funded early childhood education. "Title I, Part A" refers to funding provided under Title I, Part A of the Elementary and Secondary Education Act of 1965.[43] This is not a specific preschool program; certain local educational agencies (LEAs) that serve disadvantaged children receive Title I, Part A funds and can reserve a portion of funding to provide preschool services.[44] Children's eligibility for preschool services using Title I, Part A funds depends on the type of program and whether it is school-based or district-based, and may be based partly on income.[45] Because documentation requirements vary, ECE and child care providers using Title I, Part A funds should consult LEA leadership or legal counsel regarding the best way to limit collection of potentially sensitive information.

Migrant Education Program

The Migrant Education Program (MEP) is a federally funded educational program designed to provide academic and supportive services to children of families who migrate to work in the agricultural and fishing industries. Funded under Title I, Part C of the Elementary and Secondary Education Act of 1965, this program includes services for preschool aged children, such as the Migrant Education School Readiness Programs (MESRP).

CDE is required to collect and maintain a Certificate of Eligibility form and related documentation for children in the program, and must maintain the form for at least three years, but sometimes longer depending on when program funds are used and whether a child continues to migrate during the program.[46] Some information collected (for example, information about place of birth) may be sensitive with regard to citizenship or immigration status; however, these forms are collected by Migrant Education Program recruiters and interviewers rather than ECE or child care providers. In general, ECE and child care providers should not collect or maintain more information about children than is required by law.

5. Prohibition on Discrimination

Many state and federal laws protect children and families from discrimination at ECE and child care facilities. Businesses in California, including most ECE and child care providers, may not discriminate on the basis of citizenship, immigration status, race, ancestry, national origin, primary language, or many other categories.[47] Public and private preschools that receive state funding or enroll students who receive state financial aid also may not discriminate on the basis of an individual's immigration status, race, ethnicity, or nationality, among other categories.[48] Any programs that receive state funding may not discriminate on the basis of actual or perceived ancestry, ethnic group identification, race, or national origin, including a person's primary language or accent, among other categories.[49] Both California State Preschool Programs and Title 5 state-funded Child Care and Development programs are prohibited from discriminating on the basis of a child or their family's immigration status, unless they

are subject to a final deportation order.[50] Similarly, Head Start and other federally funded programs may not discriminate on the basis of race, national origin, or other categories.[51]

Refusing to accept alternate documents to prove eligibility or need because of a child's or parent's/guardian's actual or perceived race, color, national origin, citizenship or immigration status could constitute a violation of federal and California civil rights law.[52] Providers should review their enrollment forms and procedures to ensure that they do not inadvertently discourage immigrant families from enrolling or attending.

6. ECE and Child Care Programs Run by LEAs or Colleges

Some ECE and child care programs are operated by school districts, charter schools, or other local educational agencies or by colleges or universities. These programs may be subject to additional laws and regulations. If your program is operated by, or on the campus of, an LEA, you should consult with the LEA or your legal counsel to determine whether you have additional requirements or restrictions related to document collection, retention, and sharing. A separate guidance document for TK-12 schools discusses many of the rules that apply to LEAs, some of which may apply if your program is operated by a TK-12 school or school district. Similarly, if your ECE or child care facility is operated by or at a college or university, additional requirements may apply; please consult your legal counsel or campus administration regarding these.

Policy Recommendations and Best Practices

- **Never ask for information about a child or family's citizenship or immigration status (unless it is required by state or federal law or to administer a state or federally supported educational program)**. Do not ask or require families to provide information about their citizenship (whether U.S. citizenship or foreign citizenship) or immigration status (e.g., A-number), unless you are required to do so by state or federal law (currently, no law requires this) or required to administer a state or federally supported educational program. As of the date of this guidance, no state or federal programs require you to collect this information, but Head Start contractors should stay updated with any changing requirements.

- **Do not collect unnecessary information, especially if it might be sensitive for immigration enforcement.** When you have a choice of which documents to accept from families, always allow them to submit documents that contain less sensitive information. Although most private-pay providers only collect limited information from families, government-funded programs like the California State Preschool Program, other Title 5 programs, and Head Start require participating providers to collect additional documents to show that the children enrolled are eligible for the government program. Sometimes these documents contain information that might indirectly reveal citizenship or immigration status. When possible under the rules of your specific program, you should allow families to submit documents that do not reveal information related to citizenship or immigration status or that are less sensitive for their family.

Examples:

- ✓ To prove the parent's relationship to the child as required for the California State Preschool Program and other Title 5 programs: Instead of a birth certificate (which may show sensitive information such as a child's country of birth), providers can accept any other reliable documentation of the child's relationship to the parent, such as court orders regarding child custody, adoption records, records of foster care placements, school medical records, county welfare department records or other reliable documentation indicating the relationship of the child to the parent.
- ✓ To prove employment for the California State Preschool Program and other Title 5 programs: Instead of contacting the parent's employer, providers can accept other records of income and a letter from the parent describing their days and hours of employment. In the letter, for example, the parent could state under penalty of perjury (i.e., the crime of lying under oath) that asking the parent's employer for documentation would put the parent's job at risk. The provider should review the letter and determine whether the days and hours of employment are reasonable based on the parent's description of the employment and community practice (whether the description makes sense in that community). The provider should include the parent's letter and a document stating that they determined it was reasonable in the Family Data File.

- **Tell families all their options to prove eligibility for government-funded programs**. Where possible, review and adjust your application forms and enrollment policies and procedures to ensure that they include and describe to applicants all acceptable alternative documents they can use to enroll.
- **Do not collect social security numbers or the last four digits of social security numbers.** Providers should never collect social security number or the last four digits of a social security number unless required to do so by law or for participation in an educational program; no program currently requires this.
- **Do not collect more information than is required to administer a state or federally supported educational program.** When you are required to collect information that might be sensitive for families, you should not collect or maintain more information than is necessary to comply with the law or the program you are administering. If only one part of a document is needed to prove the child's eligibility for a program, only that part needs to be collected.
  - ✓ For example, if you are using a child's IFSP to document their disability to claim certain funding for the California State Preschool Program, you only need to collect and maintain the page of the IFSP with signatures and active dates; see the program requirements for details.
- **Do not keep children's records longer than is required by law**. Child care centers and family child care homes must keep children's records **three** years after the child has left your care.[53] California State Preschool Programs and other Title 5 programs must keep children's records **five** years after the child has left your care.[54] Consult your program rules for the requirements associated with other programs.
- **Decide how you will handle sensitive student information**. When possible, put your policies and procedures for gathering and handling sensitive student information in writing. Train other staff involved in collecting or maintaining student information on these policies and procedures.
- **Do not discriminate on the basis of citizenship or immigration status, national origin, race, or any other protected characteristic.** If you do receive information that might be sensitive, do not use it to discriminate against children or to prevent them from enrolling in the program.

Model Policies for Gathering and Handling Child and Family Information

ECE and child care providers who do not participate in the California State Preschool Program *may* adopt model policies below, or equivalent policies, but you are not required to do so. However, even if you choose not to adopt them, you must make sure that any information, policies, or guidance that you provide to parents and authorized representatives is consistent with these model policies.

Providers who participate in the California State Preschool Program, **whether licensed or unlicensed, must adopt the model policies below, or equivalent policies, by July 1, 2026**.

Model Policies for Collecting and Retaining Children's and Family Information

- The [title of appropriate official in your organization, for example, Executive Director, or Owner, etc.] shall maintain in writing [the facility's] policies and procedures for gathering and handling sensitive student information, and appropriate staff shall receive training regarding those policies and procedures.
- If [the facility] possesses information that could indicate immigration status, citizenship status, or national origin information, [the facility] shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending the program.
- If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, [the facility] shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending the program.
- [The facility] shall treat all children the same regarding how they receive all program services, including, but not limited to, the gathering of children and family information.

Model Policies Regarding Asking Families About Immigration Status, Citizenship Status, and National Origin

- [The facility] staff shall not inquire or request information specifically about a child's citizenship or immigration status or the citizenship or immigration status of a child's parents or guardians unless it is required by state or federal law or to administer a state or federally funded educational program; nor shall staff seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student or family's citizenship or immigration status, such as a green card, voter registration, a passport, or citizenship papers unless it is required by state or federal law or to administer a state or federally funded educational program.
- Where permitted by law, [the facility] shall accept alternative means to establish eligibility criteria for enrollment. Those alternative means shall include documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.
- Where eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this [resolution/policy], [the facility] procedures and forms shall describe to the applicant, and accommodate, all alternatives specified in law and all alternatives authorized under this [resolution/policy].

Model Policies Regarding Asking Families for Social Security Numbers or Cards

- [The facility] shall not solicit or collect entire or partial social security numbers or cards.

If your ECE or child care program is operated by a **school district or other local educational agency**, you may be subject to additional requirements. Speak with your institution's administrators or legal counsel to determine what additional policies may apply to you.

If your ECE or child care program is operated by **a college or university**, you may be subject to additional requirements as well. Speak with your institution's administrators or legal counsel to determine what additional policies may apply to you.

02 Sharing Information Regarding Children, Their Family, and Staff

Purpose

To help you understand:

(1) when you might be required to share information about children, their families, or your staff with immigration enforcement agents or others who ask for it;

(2) when you may not share this information with immigration enforcement agents or others who ask for it; and

(3) how to keep this information safe.

Governing Law

1. Citizenship and Immigration Status Information

As discussed in the previous section, ECE and child care providers may not collect information about a child or their family members' citizenship or immigration status unless required by state or federal law or as required to administer a state or federally supported educational program.[55] This applies to all licensed child care facilities and their employees, as well as license-exempt California State Preschool Programs. However, ECE and child care providers may already possess information about a child or family's citizenship or immigration status because certain documents that families provide for enrollment may reveal that status. Also, providers may possess information that indirectly indicates a family's citizenship or immigration status, for instance, because families often submit sensitive documents to prove eligibility for certain programs (for example, a parent might submit a birth certificate for some programs, revealing their child's country of origin).

ECE and child care providers must keep information about citizenship or immigration status, like other personal information about children and their families, confidential unless permitted to share it by law or in some cases to administer an educational program, as discussed below.[56]

Licensed child care centers should also notify CDSS and children's parents or authorized representatives about a request for a child's immigration or citizenship information when it represents an "unusual incident … that threatens the physical or emotional health or safety of any child."[57]

ECE and child care facilities operated by state and local governmental agencies should be aware of 8 U.S.C. sections 1373 and 1644, which do not allow state and local government agencies to prohibit or restrict their employees from sending or receiving citizenship or immigration status information to or from federal immigration enforcement authorities.[58] This applies to ECE and child care programs that are operated by state and local government agencies, such as local educational agencies, California community colleges, or California public universities.[59] In keeping with these federal laws, this guide does not recommend or require ECE or child care providers operated by state or local government agencies to adopt a policy restricting ECE and child care providers' staff from sharing information in violation of 8 U.S.C. sections 1373 or 1644. *However, it is important to note,* these federal laws apply **only** to ECE and child care facilities that are operated by a state or local government agency such as a school district. Sections 1373 and 1644 do not apply to private or non-profit ECE or child care providers.

Furthermore, providers should be aware that federal and state laws protect the privacy and confidentiality of children's personal information, as discussed further below.

ECE and child care providers operated by local educational agencies are also subject to California Education Code section 234.7, subd. (b), which provides that a local educational agency and its staff, to the extent practicable, may not disclose the children's education records or any information about their family and household to an immigration enforcement agent without the written consent of parents or guardians, unless presented with a valid judicial warrant, judicial subpoena, or court order.[60] This prohibition also applies to the sharing of personal information, including information about a child's home and travel schedule.[61] If a provider does share education records with immigration enforcement agents pursuant to a valid judicial warrant, judicial subpoena, or court order, the child's parents must be notified in advance of sharing, unless the document requesting the information specifically says that the fact that the request has been made cannot be disclosed.[62]

2. Personal Information Generally

ECE and child care providers must generally keep all personal information confidential, including records related to children or employees, with only limited exceptions. In addition to the specific confidentiality laws discussed below, Article I, Section I of the California Constitution generally protects a person's inalienable right to privacy, including a person's personally identifying information.

For a chart summarizing the confidentiality laws that apply to different kinds of ECE and child care providers discussed below see Appendix H.

If immigration enforcement agents or anyone else requests personal information regarding children or employees, ECE and child care providers are not required to immediately share that information, unless a judicial warrant, judicial subpoena, or court order specifically state in writing that immediate compliance is required. Instead, as a best practice, the ECE or child care provider should bring the request to legal counsel (but they are not obligated to do so). If possible, the ECE or child care provider should ask for valid identification and document the agent's contact information and agency. Note that ECE and child care providers can always challenge a warrant, subpoena, or court order in court.

As discussed below, if you are a licensed child care facility, you must report any immigration enforcement-related requests for information or requests for access to the facility to the Attorney General and the California Department of Social Services.[63]

Personal Information or Educational Records of Children and Their Families

All ECE and child care providers should keep children's information confidential and stored securely as part of their overall mandate to protect children's safety. Different kinds of ECE and child care providers are also subject to specific confidentiality requirements, which restrict them from sharing children's information with unauthorized parties. These are discussed in more detail below.

Note that there are other federal and state laws regarding confidentiality outside the scope of this guidance, such as laws regarding medical or foster care information, that may impose additional obligations for providers collecting or storing children's personal information, including online.

Child Care Center licensees

Child care center licensees must keep all information and records obtained from or regarding children confidential unless certain exceptions apply.[64] Except for inspections by the California Department of Social Services or as otherwise authorized by law, the licensee and all employees shall not disclose this information.[65] This means they must keep all information and records confidential if requested by immigration enforcement agents, unless authorized by law to disclose them (for instance, if they are provided with a judicial warrant, judicial subpoena, or court order seeking such information or otherwise authorized by law).[66]

California State Preschool Programs

CSPPs must also keep children's information confidential unless certain exceptions apply. CSPP contractors cannot use or disclose any confidential information regarding a child or their family members, including citizenship or immigration status information, except for purposes directly connected with the administration of the child care program[67] "or as otherwise permitted by law."[68] Immigration enforcement is not a purpose directly connected with the administration of the child care program.[69]

Title 5 Child Care and Development Programs

Title 5 Child Care and Development programs (see discussion in Chapter 1) similarly must keep children's information confidential. This includes both direct-contract and voucher programs.[70] Providers cannot use or disclose any confidential information regarding a child or their family members, including citizenship or immigration status information, except for purposes directly connected with the administration of the child care program.[71] Immigration enforcement is not directly connected with the administration of the child care program. Title 5 contractors also must tell parents, in a language the parents understand, about their confidentiality policy during enrollment.[72]

LEA-operated ECE and Child Care Programs

ECE and child care providers operated by local educational agencies are subject to the federal Family Educational Rights and Privacy Act (FERPA), discussed below. Additionally, California law provides that LEA-operated ECE and child care programs may not, to the extent practicable, disclose children's education records or personal information to immigration enforcement agents without parents' or guardians' written consent unless they are presented a valid judicial warrant, judicial subpoena, or court order requiring disclosure without notice to the parent or guardian.[73] The prohibited disclosure includes sharing information about a child's home and travel schedule.[74]

Certain Federally Funded ECE and Child Care Providers (FERPA)

ECE and child care providers that receive funds from the U.S. Department of Education may also be subject to FERPA, a federal privacy law that applies to the education records of students.[75] Examples of ECE or child care programs that may be subject to FERPA include:

- ✓ Head Start programs (discussed above at pages 8-9);
- ✓ ECE and child care programs run by local educational agencies (LEAs), such as school districts, charter schools, or county offices of education;
- ✓ Title I, Part A preschools (discussed above at page 9);
- ✓ Title I, Part C Migrant Education Program (discussed above at page 9);
- ✓ Any other public or private ECE or child care providers that receive federal funding from the U.S. Department of Education.

If an educational facility receives U.S. Department of Education funding and is subject to FERPA, all of that institution's programs are subject to FERPA.[76]

ECE and child care providers subject to FERPA may not share children's education records with anyone other than educational authorities without parental consent unless an authorized exception applies, such as a judicial order or lawfully issued subpoena.[77] Even if an ECE or child care provider is presented with a court order or lawfully issued subpoena, they must attempt to notify the parent or guardian before complying unless certain narrow exceptions apply.[78]

Records or Information Regarding Employees or Teachers

Under California law, employers (or persons acting on behalf of an employer) cannot provide voluntary consent for an immigration enforcement agent to access, review, or obtain employee records without a subpoena or judicial warrant, unless required by federal law.[79] Under this provision, the subpoena can be issued under the authority of a government agency or an attorney without the need for prior court approval if the agency or attorney is authorized to issue subpoenas under the law.[80] This provision does not apply to I-9 Employment Eligibility Verification forms and other documents for which a Notice of Inspection has been provided to the employer.[81]

Providers operated by local educational agencies have additional restrictions under state law. LEAS or their staff, to the extent practicable, are prohibited from disclosing to an employee of an agency conducting immigration enforcement, either in writing or verbally, any information about an employee, including any information that identifies or describes the employee, their name, social security number, physical description, address, or telephone number, without a valid judicial warrant, judicial subpoena, or court order.[82] Again, for more information regarding identifying judicial warrants or judicial subpoenas, see Chapter 3.

Note: *Other state and federal privacy laws outside the scope of this guidance protect the confidentiality of certain employee records. For example: background check-related laws, labor code laws, and medical information laws.*

As with children's personal information, if an immigration enforcement agent or anyone else requests information or records about teachers and other employees and does not have a judicial warrant or subpoena that specifically asks – on the face of the document – for immediate compliance, ECE and child care providers are generally under no obligation to produce the information immediately. ECE and child care providers should ask for valid identification and document the agent's contact information and agency, and, if possible, consult with legal counsel.

Policy Recommendations and Best Practices

- **Designate an administrator** as the person to handle any requests for information.
- **Notify parents or guardians if immigration enforcement agents request information about their children.** For licensed child care providers or ECE and child care providers subject to FERPA, attempting parental notification is required by law, and it is a best practice for all providers.
- **If you do receive a request for information from immigration or other law enforcement agents, you do not have to answer right away, unless the document is a judicial warrant, judicial subpoena, or court order that says in writing that you have to comply immediately.** Get the agents' name, contact information, and what agency they are with, and, when possible, bring their request to a lawyer. If the request is about a child, notify their parent/guardian before complying with any such document, in order to give them the opportunity to object to it in court.
- **If your ECE or child care program is operated by a school district, charter school, or county office of education (also known as a local educational agency or LEA), you have additional rules to follow. To the extent practicable,** you may not share education records or any information about children and their families without parent or guardian consent, including personal information or information about the child's home or travel schedule, to an immigration enforcement agent absent a valid judicial warrant, judicial subpoena, or court order directing the local educational agency or its personnel to do so. If the request seeks information regarding an employee or teacher, human resources personnel should be consulted before responding to a judicial warrant, judicial subpoena, or court order.

Model Policies Regarding Information Sharing

ECE and child care providers who do not participate in the California State Preschool Program *may* adopt model policies below, or equivalent policies, but you are not required to do so. However, even if you choose not to adopt them, you must make sure that any information, policies, or guidance that you provide to parents and authorized representatives is consistent with these model policies.

ECE and child care providers who participate in the California State Preschool Program, whether licensed or unlicensed, must adopt the model policies below, or equivalent policies, by July 1, 2026.

- **Children's records:** [The facility] will not share personal information about children and their families with any unauthorized parties without the consent of parents or guardians unless required or authorized by law or if the disclosure is directly connected with administering the program.
- **Employee records**: [The facility] will not provide voluntary consent to an immigration enforcement agent to access, review, or obtain employee records without a subpoena or judicial warrant, unless required by federal law. This provision does not apply to I-9 Employment Eligibility Verification forms and other documents for which a Notice of Inspection has been provided to the employer.

The following model policies are required for ECE and child care providers subject to the Family Educational Rights and Privacy Act and recommended for all ECE and child care providers.

- If [the facility] is presented with a request for information regarding a child, [the facility] staff shall:
  - Make a photocopy or take a picture of any written request and obtain the contact information of the person or agency seeking information;
  - Notify a designated [facility] administrator about the information request;
  - Prior to complying with the request, notify the child's parent/guardian of the request and share with them any documents provided by the person or agency seeking the request, unless prohibited by a judicial warrant, subpoena, or court order from sharing the request for information, or in the case of investigations of suspected child abuse, child neglect, or child dependency;
  - When possible, immediately consult legal counsel to determine when and if you need to comply with the request;
- If [the facility] does respond to a request for information regarding the child, the facility shall make a copy of the documents requested (i.e., not give the originals) and shall document the name of the person/agency to whom the documents were provided. [The facility] shall keep a record of the documents produced and place the copy in the child's file.

If your ECE or child care program is operated by a **school district or other local educational agency**, you may be subject to additional requirements. Speak with your institution's administrators or legal counsel to determine what additional policies may apply to you.

If your ECE or child care program is operated by **a college or university**, you may be subject to additional requirements as well. Speak with your institution's administrators or legal counsel to determine what additional policies may apply to you.

03 Responding to Requests for Access to Early Childhood Education and Child Care Facilities for Immigration Enforcement Purposes

Purpose

To help you understand how to respond when immigration enforcement agents try to access ECE and child care facilities.

Governing Law

1. Federal Law

No Longer "Protected Areas" for Immigration Enforcement

Although ECE facilities and other places where children gather were previously designated by the federal government as "protected areas" at which immigration enforcement should not generally occur,[83] in January 2025, the Department of Homeland Security (DHS) rescinded this federal policy.[84] DHS's current policy, as of the date of this publication, is that immigration enforcement agents should use their discretion to balance interests in deciding what law enforcement actions to take, including the degree to which any law enforcement action occurs in a sensitive location, along with "common sense."[85] Since the rescission of the protected areas policy, news reports have documented immigration enforcement activity around schools, hospitals, and other sites previously designated as protected areas.[86] Nonetheless, ECE and child care providers and the children in their care are protected from unreasonable searches and seizures by the Fourth Amendment to the United States Constitution, as explained further below.

The Fourth Amendment and Reasonable Expectation of Privacy

The Fourth Amendment protects both homes and businesses from unreasonable searches by immigration and other law enforcement agents.[87] However, the level of protection differs depending on the place and how the searches are conducted. The law on when law enforcement agents can access different areas depends on whether an individual has an expectation of privacy in the place officers try to enter.[88]

While this guide cannot address all the factual circumstances that may arise relating to an individual's Fourth Amendment protections in different areas of an ECE or child care facility, it is important to understand that constitutional protection. Whether you have a reasonable expectation of privacy in a given space can depend on factors like the openness, security, and use of the area in question. For example, a reasonable expectation of privacy generally exists in a home, so immigration and other law enforcement agents generally require a judicial warrant to enter one.[89] But there is much less expectation of privacy in a public space, such as a park or a public sidewalk, so agents can be present there just like other members of the public.

Even for ECE and child care facilities that operate in public areas or that have areas that the public may enter (such as a lobby), there is a reasonable expectation of privacy in nonpublic areas. For example, areas of an ECE or child care facility where unauthorized visitors may not enter in order to protect children's safety have a greater expectation of privacy.

Where a reasonable expectation of privacy exists, the U.S. Constitution prohibits anyone from entering without consent, a judicial warrant, or in certain special circumstances, discussed below. Judicial warrants and the other types of documents that immigration and other law enforcement agents might present are explained further below in this chapter (See pages 24-26).

ECE and child care providers should be aware of two important exceptions to the Fourth Amendment protections against warrantless searches or seizures: the "exigent circumstances" exception and the "plain view" exception.

The Exigent Circumstances Exception

In urgent "**exigent**" situations, immigration and law enforcement agents may enter an ECE or child care facility without a judicial warrant. Courts often refer to these situations as "exigent circumstances."[90] An exigent circumstance is a time-sensitive situation in which an agent believes that people or evidence may disappear, or that someone may be harmed before they can obtain a judicial warrant. An agent entering an area due to exigent circumstances must limit searches and seizures to investigating the urgent incident.[91]

The Plain View Exception

Law and immigration enforcement agents who do not have a valid judicial warrant may still view and seize items and documents that are in plain view if the agents are otherwise lawfully present inside the ECE or child care facility. "**Plain view**" means that the items or documents are openly visible either in public areas of an ECE or child care facility, or in nonpublic areas if an agent is inside lawfully (for example when an agent enters because of an exigent situation, as discussed above). Agents entering these areas may view items, including documents with sensitive information, that are within the agent's line of sight. An agent may also be able to take the openly visible items and documents if the agent determines that the items are connected to illegal activity.[92] This exception does not allow an agent to search or seize items in an area that the agent enters unlawfully.[93]

2. State Law

The Immigrant Worker Protection Act[94]

The **California Immigrant Worker Protection Act (AB 450)** prohibits employers, or persons acting on behalf of the employer, from providing "voluntary consent" for an immigration enforcement agent to enter "any nonpublic areas of a place of labor" except as otherwise required by federal law.[95] This provision does not apply if the agent provides a judicial warrant.[96] (Additional information about how to identify judicial warrants may be found below.) This provision also does not prevent an employer or person acting on behalf of an employer from taking an immigration enforcement agent to a nonpublic area of the workplace, where employees are not present, for the purpose of verifying whether the agent has a judicial warrant "provided no consent to search nonpublic areas is given in the process."[97]

What counts as voluntary consent depends on the specific circumstances of the interaction between the employer and the immigration enforcement agent. Courts will look at the words and actions of both parties to decide if consent was voluntary. In general, for consent to be voluntary, it cannot be the result of duress or coercion, meaning you cannot force or intimidate someone into consenting using violence or threats, whether direct or implied.[98]

If an immigration enforcement agent asks to enter the nonpublic area of an ECE or child care facility, ECE and child care staff should, if possible, ask for valid identification and document it (for example, by taking a screenshot or writing down the information). Staff should also, where possible, consult with

legal counsel prior to complying with a valid judicial warrant, judicial subpoena, or court order. The ECE or child care provider is always permitted to challenge the validity of the warrant, subpoena, or court order in court.

ECE and child care providers should not physically interfere with or obstruct immigration enforcement agents in the performance of their duties. However, ECE and child care staff should not help with the physical apprehension of a person identified in an ICE administrative warrant and should not consent (in other words, give permission) to immigration enforcement agents searching nonpublic areas of an ECE or child care facility.

How to Identify Public and Nonpublic Areas

Because employers in California may not voluntarily allow immigration enforcement agents to enter nonpublic areas of their business, unless it is required by federal law or they are presented with a judicial warrant, ECE and child care providers should understand the parts of their facilities that are public and nonpublic areas.[99] Public areas are places seen as "open to the public." Examples of a public area can include the waiting room of an ECE and child care facility in a commercial building, if accessible by the public via an unlocked or open door, or the public sidewalk that anyone can use in front of an ECE or child care facility. Law enforcement officers, including federal immigration enforcement agents, may be present in locations open to the public to the same extent as any member of the public.

Nonpublic areas of ECE and child care facilities are those that only certain authorized individuals can access. Nonpublic areas may include playgrounds that are gated and require authorization to enter; indoor spaces that are restricted to employees, children, and parents, including classrooms; hallways, stairwells, and administrative offices; or a parking lot that is completely fenced in, locked, and requires authorization to enter. Nonpublic areas could also include an office where payroll or personnel records are kept, or an area that an ECE or child care provider designates (for instance, by posting signs or keeping doors closed) as restricted to employees or management of the business.[100] However, designating an area as public or nonpublic does not guarantee that a court will see it the same way; every facility's setup and factual circumstances may be different. If possible, ECE and child care providers may wish to consult with legal counsel about their specific situation.

Designating areas as nonpublic also does not guarantee greater protection from immigration enforcement agents entering. ECE and child care staff should not give permission to immigration agents to search nonpublic areas of an ECE or child care facility. Additionally, restricting areas creates a safer environment for children and staff. However, if immigration enforcement agents act unlawfully or continue to insist on entry, do not physically obstruct or impede them.

ECE and child care facilities operated by LEAs or colleges: There are additional laws related to public and nonpublic areas that apply if your program is operated by a local educational agency (LEA) (i.e., a school district, county board of education, or charter school) or by a college or university. For example, LEA schoolsites are specifically defined to include vehicles provided by an LEA to transport students, so these vehicles can be considered nonpublic parts of LEA schoolsites.[101] A "nonpublic area" of a schoolsite may also differ in scope from a "nonpublic area" of a place of labor under Government Code

section 7285.1. If your facility is on a TK-12 campus or operated by college or university, talk to your administrators, school board, or legal counsel and consult the Attorney General's TK-12 guidance or the Attorney General's guidance for California's colleges and universities, as appropriate.[102]

Access and Visitor Policies

In general, ECE and child care providers can set their own policies about visitors entering their facilities. ECE and child care providers may create and post a policy that unauthorized visitors not are permitted on the premises. Such a policy may help make clear that the facility is not open to the general public.

Licensed ECE and child care providers must allow the responsible parent or guardian of a child enrolled in a child care facility, if they provide identification, to enter and inspect the facility without advance notice during the normal operating hours or at any time the child is receiving services at the facility.[103] When parents or guardians are inspecting the facility, they must be respectful of the children's routines and program activities.[104] License-exempt CSPPs must allow parents and guardians, within a reasonable time of making the request, to observe the classroom(s) where their child is enrolled, or observe classroom(s) for the purpose of selecting a school, in accordance with attendance policies.[105]

The person in charge of a licensed ECE or child care facility may deny access to an adult "whose behavior presents a risk to children present in the facility."[106]

If Immigration Enforcement Activity Occurs: Reporting and Notification Requirements

Licensed child daycare facilities must report to the California Department of Social Services and the Attorney General any requests for information or access to the facility by an officer or employee of a law enforcement agency for the purpose of immigration enforcement.[107]

Also, if the immigration enforcement activity represents an "unusual incident … that threatens the physical or emotional health or safety of any child," **a licensed child care facility** must report it both to CDSS as well as to the affected child's authorized representative.[108] Whether an immigration enforcement action counts as an unusual incident that threatens children's health or safety will depend on the specific circumstances, but enforcement activity that meets this standard might include events that happen when children are present, involve armed or masked agents, and/or result in the detention of a child or staff member.

Submit a report online. From the Attorney General's reporting page, you can also download your report to assist with any additional reporting to other agencies.

License-exempt California State Preschool Program facilities may, but are not required, to submit similar reports to the California Department of Education and the Attorney General using the same method as above.[109]

LEA-operated ECE and child care programs: ECE and child care programs operated by school districts, charter schools, or county offices of education (in other words, local educational agencies or LEAs) have additional reporting obligations. An LEA official (e.g., superintendent of a school district or county office of education, or the principal of a charter school) must submit a timely report to their governing board or body regarding any requests for information or access to a schoolsite by an officer or employee of a law enforcement agency for the purpose of enforcing immigration laws. All such reports should be handled in a manner that ensures the confidentiality and privacy of any potentially identifying information.[110] This applies to all programs operated by all local educational agencies, including child care and preschool programs operated by the agency, transitional kindergartens, pre-kindergartens, and nontraditional programs operated by the agency, such as summer school programs.[111]

Disruptions Outside a School or Preschool

It is a misdemeanor in California for a person to come into a school building, school ground, or to be present on an adjacent street or sidewalk without lawful business at the school if the person's presence disrupts the school or school activities and if the person remains after being asked to leave by a school representative, returns within seven days, has a pattern of being present, or knowingly creates the disruption with the intent to threaten the immediate physical safety of a pupil arriving at, attending, or leaving from the school.[112] **This law applies to any preschool or any public or private K-12 school campus.**[113]

Description of Warrants, Subpoenas, and Court Orders Used for Immigration Enforcement

There are several scenarios in which immigration enforcement agents might attempt to enter an ECE or child care facility. Whenever possible, ECE and child care staff should ask to see the immigration enforcement agent's credentials and the written authority for the requests. It is important to review the document that the immigration enforcement agent provides as the authority to enter. Sometimes the immigration enforcement agent will provide what they will call a "warrant." If so, it is important to determine whether the document is an ICE administrative warrant, federal court judicial warrant, administrative subpoena, federal judicial subpoena, court order, or notice to appear.

ICE Administrative "Warrant"

An ICE administrative "warrant" is the most typical type of "warrant" used by immigration enforcement agents. It authorizes an immigration enforcement agent to arrest a person suspected of violating immigration laws.[114] An ICE warrant can be issued by a law enforcement agent from a designated federal agency, such as an ICE agent from DHS.[115] An ICE administrative warrant is not a warrant within the meaning of the Fourth Amendment, because an ICE administrative warrant is not supported by a showing of probable cause of a criminal offense and also is not issued by a judge or magistrate.[116]

An ICE administrative warrant does NOT grant an immigration agent any special power to compel cooperation.[117] For example, an ICE administrative warrant does not authorize access to nonpublic areas of ECE or child care facilities. An ICE administrative warrant does NOT allow immigration agents to search ECE or child care records. See Appendix B for a sample ICE administrative "arrest warrant" (Form I-200) and "removal warrant" (Form I-205).

An ICE administrative warrant, therefore, is not a court order that would require an ECE or child care provider to share a child's records. Many ECE and child care providers are also subject to state and federal educational confidentiality laws that prohibit sharing student records except for limited exceptions, such as in response to a judicial warrant, judicial subpoena, or court order, or as "otherwise permitted by law."[118] (See Appendix H for the confidentiality laws that apply to different facilities.) Because an administrative warrant is not issued by a court, disclosing children's records or any other information about a child or their family in response to an administrative warrant could violate these laws.

LEA-based providers: Furthermore, for ECE and child care providers that are on a school campus or other local educational agency location, the LEA's police and security officers on that campus are prohibited from "[m]aking or intentionally participating in arrests based on civil immigration warrants," because they are subject to Senate Bill (SB) 54's[119] (California Values Act) prohibitions on immigration enforcement that apply to California law enforcement agencies.[120]

ECE and child care staff should not physically interfere with or obstruct an immigration agent in the performance of their duties. ECE and child care staff also should not help immigration enforcement agents to apprehend a person identified in an ICE administrative warrant and should not consent to immigration enforcement agents searching nonpublic areas of an ECE or child care facility.

Federal Court Warrant

A federal court judicial warrant is issued by a district judge or a magistrate judge of a U.S. District Court, based on a finding of probable cause authorizing the search or seizure of property, the entry into a nonpublic place to arrest a person named in an arrest warrant, or the arrest of a named person.[121]

There are two types of federal court judicial warrants: a search-and-seizure warrant and an arrest warrant.

(1) A federal search-and-seizure warrant allows an officer to conduct a search authorized by the warrant. See Appendix C for a sample federal search-and-seizure warrant (Form AO 93).

(2) A federal arrest warrant allows an officer to arrest the individual named in the warrant. See Appendix D for a sample federal arrest warrant (Form AO 442).

ECE and child care staff should act in accordance with any guidelines established by the ECE or child care provider, in consultation with the ECE or child care provider's legal counsel, if available, when presented with a federal court warrant. If the ECE or child care provider does not have legal counsel, at a minimum, ECE or child care staff should ask for a copy of the federal court warrant and review the exact scope of the warrant, meaning what specific places, people, or information the warrant gives the agent authority to access. ECE and child care staff should not physically interfere with or obstruct an immigration agent in the performance of their duties. They should, however, note the names of agents, times, and any objections raised.

Administrative Subpoena

An administrative subpoena is a document that requests production of documents or other evidence and is issued by a governmental agency, for instance, an immigration enforcement agent. See Appendix E for a sample administrative subpoena (Form I-138).

ECE and child care providers generally do not need to immediately comply with an administrative subpoena. If an immigration enforcement agent presents an administrative subpoena, the ECE or child care provider may choose to challenge the administrative subpoena before a judge. ECE and child care staff should immediately contact legal counsel upon receipt of an administrative subpoena.

For ECE and child care providers governed by FERPA, there are additional considerations. (For information about whether or not you may be governed by FERPA, see Chapter 2). Under FERPA, in response to a judicial order or lawfully issued subpoena, an ECE or child care provider may not disclose educational records of a student without first attempting to notify the parent or guardian.[122] An ECE or child care provider receiving a lawfully issued subpoena must therefore provide notice to and should make every effort to receive written consent from parents or guardians before turning over student records. And, under state law, ECE and child care providers operated by local educational agencies, to the extent practicable, may not provide educational records or personal information of a student to an officer or employee of an agency for immigration enforcement purposes unless provided with a judicial warrant, judicial subpoena, or court order, and thus should consult with counsel when receiving any administrative subpoenas to determine how or whether to respond. [123] (See Chapter 2 for model policy regarding written consent requirements.)

Federal Judicial Subpoena

A federal judicial subpoena is a document that asks for the production of documents or other evidence.[124] The federal judicial subpoena will identify a federal court and the name of the judge or judicial magistrate issuing the subpoena, and it may require attendance at a specific time and location and the production of prescribed records. See Appendix F for a sample federal judicial subpoena.

As with the administrative subpoenas, noted above, ECE and child care providers generally do not need to immediately comply with the federal judicial subpoena, but can challenge it before a federal judge in a U.S. District Court. ECE and child care providers should therefore immediately contact legal counsel upon receipt of a subpoena.

Court Orders

A court order is a legally binding document issued by a court of law, usually signed by a judge or magistrate, that directs someone to do something or refrain from doing something. If an immigration enforcement agent arrives with a court order, the ECE and child care provider should review the order with legal counsel to understand the scope of what is required under the order.

Notice to Appear

A Notice to Appear (NTA) is a charging document issued by the Department of Homeland Security (DHS) through Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection (CBP), or the United States Customs and Immigration Service (USCIS) seeking to start formal removal proceedings against an individual before an immigration court.[125] An NTA contains allegations made about a particular person's immigration status. An NTA notifies an individual that he or she is expected to appear before an immigration judge on a certain date. An NTA does not authorize an individual's arrest by immigration

enforcement agents or local law enforcement authorities. An NTA does not require ECE or child care staff to take any action or grant an immigration enforcement agent any special power to compel the ECE or child care facility to cooperate with the agent. An NTA does not authorize access to nonpublic areas of the ECE or child care facility. An NTA does not legally require ECE or child care staff to allow authorities to search ECE or child care records. (See Appendix G for a sample of an NTA (Form I-862).)

Policy Recommendations and Best Practices

1. Determine which parts of your ECE or child care facility are public and which parts are nonpublic, and label them.

Unless part of your ECE or child care facility is open to the general public, the entire facility is considered a nonpublic space.[126] Nonpublic spaces generally have greater protection from warrantless searches, although this is not always guaranteed. All ECE and child care facilities (whether based in a home, center, or school) should post signs clearly identifying the nonpublic areas of their premises. Consider designating all or most of the facility private or a nonpublic area if members of the public are not allowed to walk in. Consider posting signs stating something like "This is Non-Public Space, No Entry Without Authorization," to make it clear which areas of your facility are nonpublic.

For home-based ECE and child care providers, your entire facility is likely to be nonpublic space. For center and school-based providers, public space is only those parts of your facility where anyone can enter without permission, such as an entry or lobby area. However, these may still be nonpublic if you restrict access – for example, if they are locked and require approval for entry.

2. Establish a Procedure for Monitoring and Receiving Visitors

Write down your policies for allowing visitors into your ECE or child care facility.

These policies must apply equally to all visitors and should not differentiate between persons who are on the grounds to engage in immigration enforcement activities and all other types of visitors. Include in your policy which areas of the facility are public and which are nonpublic, and what the rules are for nonpublic spaces. For example, you might restrict access to nonpublic areas only to the children and families you serve, your staff, and authorized guests such as prospective families touring the facility.

- **For school-based ECE and child care facilities**, local educational agencies should have in place policies for receiving visitors to the school campus, and those policies should apply to all visitors, including immigration enforcement agents.
- **For home-based ECE and child care facilities**, visitor policies should consider the areas in which residents may have a greater reasonable expectation of privacy, and those areas should be noted specifically within the home-based ECE's or child care's policy. For example, areas not used for child care activities—such as private bedrooms, personal offices, or other spaces where children do not have access—should be noted as private residential space.

Because every facility is different, you may wish to consult with legal counsel about the facility's specific situation.

Post your visitor policy near the entrance of your facility, make sure your staff understands it, and share it with families.

3. Make a Plan for Responding to Immigration Enforcement Agents' Presence

Make a plan that explains what you will do if immigration enforcement agents try to enter your facility or access the children you serve or your staff.

- **Make a plan** for your facility to respond if immigration enforcement agents visit. Print out the checklist (or your own plan) to keep it handy in case you need to use it.
- **Train your staff on your plan**. Consider designating one or more staff members as an immigrant affairs liaison to help train other staff and help provide non-legal advice to families. The designated staff member should become familiar with the relevant documents and procedures used for immigration enforcement, such as judicial and administrative warrants, subpoenas and court orders (see pages 24-26).
- Your plan should **remind all staff that they may not voluntarily consent** to allowing immigration enforcement agents in nonpublic areas of the ECE or child care facility.
- **Consider practicing your plan** with staff so that you and your employees feel prepared to respond if immigration enforcement agents seek entry. Like a fire drill, rehearsing your plan will help ensure everyone stays calm and understands what to do.
- When possible, ECE and child care staff should immediately **notify ECE or child care management** or the designated ECE or child care administrator of any request for access to ECE or child care clients, facilities, or ECE and child care documents by an agent engaged in immigration enforcement.
- When possible, **contact the ECE or child care provider's legal counsel** or designated administrator and inform the agent to direct requests and questions to the ECE or child care provider's legal counsel.
- **School-based ECE and child care facilities**: When possible, school-based ECE and child care staff shall immediately notify the school district superintendent or other designated administrator of the LEA regarding immigration enforcement activity.

4. Know the Difference Between ICE Administrative Warrants and Judicial Warrants

An ICE administrative warrant **does not** allow a law enforcement officer to enter or to search any area they could not otherwise enter as a member of the public. The officer may ask for permission, or "consent," to access nonpublic areas of the ECE or child care facility, even without a judicial warrant giving the agent the power to do so.

You are not required to give an immigration or other law enforcement agent permission or consent to enter a nonpublic area of the school. If your ECE or child care facility has employees, you are **not allowed** to consent to immigration enforcement agents entering nonpublic areas of the facility. Absent exigent circumstances or a judicial warrant, immigration and other law enforcement agents may not enter nonpublic areas of a facility.

5. Even if Agents Act Unlawfully or Continue to Insist on Entry, Do Not Physically Obstruct or Impede Them

If agents act unlawfully or continue to insist on entry, do not physically obstruct or impede them. Instead, stay calm, clearly state that you are not giving consent, and document everything that happens (including by recording on video if it can be done safely). Consult legal counsel as soon as feasible. If you cannot confirm the identity of people claiming to be immigration enforcement agents or if the situation feels unsafe, consider calling local law enforcement.

6. Obtain Parental Consent for Interviews or Searches and Notify Parents of Immigration Enforcement Activity

If possible, obtain consent from a child's parent or guardian before allowing a child to be interviewed or searched by any agent seeking to enforce the civil immigration laws at the ECE or child care facility. You do not have to allow agents to interview or search children unless the agent presents a valid, effective judicial warrant signed by a judge (see, e.g., sample federal search-and-seizure warrant [Form AO 93], attached as Appendix C; see also sample federal arrest warrant [Form AO 442], attached as Appendix D), or presents a valid, effective court order, and even then, you may not need to comply immediately. If possible, speak to legal counsel before complying.

Notify a child's parents or guardians if a law enforcement agent requests or gains access to a child for immigration enforcement purposes, unless such access was in compliance with a judicial warrant or court order that states that you may not disclose that information. In general, keep parents updated if immigration enforcement happens at your facility.

7. Encourage Family Preparedness

Encourage families to attend community "Know Your Rights" trainings and update their emergency contacts on a regular basis. Consider helping families create a Family Safety Plan (see Chapter 4, below).

Model Policies for Responding to Requests for Access

ECE and child care providers who do not participate in the California State Preschool Program *may* adopt model policies below, or equivalent policies, but are not required to do so. However, even if you choose not to adopt them, you must make sure that any information, policies, or guidance that you provide to parents and authorized representatives is consistent with these model policies.

Providers who participate in the California State Preschool Program, **whether licensed or unlicensed, must adopt the model policies below, or equivalent policies, by July 1, 2026**. If you are a license-exempt California State Preschool Program because you are operated by a school district or other local educational agency, you may be required to adopt additional policies. Speak with the school district or your legal counsel to determine what additional policies apply to you.

If you are an ECE or child care program operated by a local educational agency (LEA), including a license-exempt California State Preschool Program as defined in this guidance, you may be subject to additional requirements that apply to LEAs. Consult with the school district or your legal counsel to determine what additional policies and requirements may apply to you.

Model Policies for Responding to Requests for Access to Grounds or Documents for Immigration Enforcement Purposes

- As soon as possible, [facility] staff shall notify the [designated administrator] of any request by any immigration enforcement agent or other law enforcement officer seeking access to [the facility] or any child to conduct immigration enforcement, or any requests for review of [facility] documents.
- In addition to notifying [the designated administrator], [facility] staff shall take the following action steps in response to an agent present on [the facility's] grounds specifically for immigration enforcement purposes, or similar steps that limit cooperation with immigration enforcement to the full extent of the law:
  - Advise the agent that before proceeding with their request, and absent exigent circumstances, [facility] staff must first notify and receive direction from the [facility administrator or superintendent, as appropriate].
  - Ask to see, and make a copy of or note, the agent's credentials (name and badge number). Also ask for and copy or note the phone number of the agent's supervisor.
  - Ask the agent for their reason for being on [the facility's] grounds and document it.
  - Ask the agent to produce any documentation that authorizes access to [the facility].
  - Make a copy of all documents provided by the agent. Retain the copy of the documents for [the facility's] records.
  - If the agent declares that exigent circumstances exist and demands immediate access to [the facility], [facility] staff should comply with the agent's orders and immediately contact [administrator or Superintendent, as appropriate].
  - If the immigration enforcement agent does not declare that exigent circumstances exist and requests access to the nonpublic areas of [the facility], respond according to the requirements of the agent's documentation. If the agent has:
    - **an ICE (Immigrations and Customs Enforcement) administrative warrant (see Appendix B),** [facility] staff shall inform the agent that they cannot consent to any request without first consulting with the [counsel or other designated agency official].
    - **a federal judicial warrant (search-and-seizure warrant or arrest warrant; see Appendices C and D)**, prompt compliance with such a warrant is usually legally required. If feasible, consult with the [legal counsel or designated administrator] before providing the agent access to the person or materials specified in the warrant.
    - **a subpoena for production of documents or other evidence (see Appendix F)**, immediate compliance is not required. Therefore, [facility] staff shall discuss the subpoena with legal counsel or other designated official and await further instructions on how to proceed.
  - While [facility] staff should not consent to an agent seeking access for immigration enforcement purposes, except as described above, they should not attempt to physically impede the agent, even if the agent appears to be exceeding the authorization given under a warrant or other document. If an agent enters the premises without consent, [facility] staff shall document their actions while on the premises and if feasible, accompany them at all times.

- After the encounter with the agent, [facility] staff shall promptly take written notes of all interactions with the agent. The notes shall include the following items to the extent practicable under the circumstances:
    - List or copy of the agent's credentials and contact information;
    - Identity of all [facility] staff who communicated with the agent;
    - Details of the agent's request;
    - Whether the agent presented a warrant or subpoena to accompany their request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
    - [Facility] staff's response to the agent's request;
    - Any further action taken by the agent; and
    - Photo or copy of any documents presented by the agent.
- [Facility] staff shall provide a copy of those notes, and associated documents collected from the agent, to the [facility's designated facility administrator and/or legal counsel].
    - In turn, the [facility's designated administrator and/or legal counsel] shall submit a timely report regarding the agent's requests and actions.
        - **If the facility is a licensed child care facility, include this Model Policy:** [Facility's legal counsel or other designated administrator] shall submit a report to the California Attorney General and the California Department of Social Services.
        - **If the facility is a license-exempt California State Preschool Program (CSPP), include this Model Policy:** [Facility's legal counsel or other designated administrator] is encouraged to submit a report to the California Attorney General and the California Department of Education.

If your ECE or child care program is operated by a **school district or other local educational agency**, you may be subject to additional requirements. Speak with your institution's administrators or legal counsel to determine what additional policies may apply to you.

If your ECE or child care program is operated by **a college or university**, you may be subject to additional requirements as well. Speak with your institution's administrators or legal counsel to determine what additional policies may apply to you.

04 Responding to the Detention or Deportation of a Child's Family Member

Purpose

To help you understand how to respond to the detention or possible deportation of a child's parent or guardian.

Governing Law

1. Emergency Contact Information

If a child's parent or guardian is detained and no one comes to pick up the child from the ECE or child care facility, providers should use the family's emergency contact information to release the child to a safe person. Under AB 495, ECE and child care providers are required to ask families to review and update this emergency contact information as needed.[127] If the provider is aware that a child's parent or guardian is not available to care for the child, they should use the emergency contact information provided by the parent or guardian to find instructions for the child's care.[128] They must go through the full list of all contacts the parent or guardian has provided until they find a safe person to release the child to.

ECE and child care facilities operated by local educational agencies, in particular, are prohibited from contacting a child protective services agency based on the absence of a caretaker unless substitute care cannot be arranged for the child through the emergency contact information, or through other information or instructions provided by the parent or guardian.[129] However, all providers should be relying on parent or guardian instructions to find a safe person to care for the child.

2. Caregiver's Authorization Affidavits

A *Caregiver's Authorization Affidavit* is a document to establish a caregiver relationship with a child under 18 that can be signed by an adult with whom the child is living.[130] A *Caregiver's Authorization Affidavit* can be used to enroll a child in school,[131] including in a California State Preschool Program.[132] The *Caregiver's Authorization Affidavit* can also be used to establish the caregiving relationship prior to ECE or child care enrollment. If the caregiver is a relative, the *Caregiver's Authorization Affidavit* can be used to authorize the caregiver to consent to medical and dental care on behalf of the child.[133] If the caregiver is not a relative, the *Caregiver's Authorization Affidavit* can be used to authorize the caregiver to consent to school-related medical care only.[134]

For the purposes of the *Caregiver's Authorization Affidavit,* "relative" means an adult that is related to the child by blood, adoption, or by marriage "within the fifth degree of kinship, including all stepparents, stepsiblings" and all "great," "great-great," or "grand" relatives, or the spouse of any of these people, even if that marriage has ended.[135] The *Caregiver's Authorization Affidavit* does not provide for legal custody of a child. [136]

3. Joint Guardianship

When a parent is temporarily unavailable, for example due to an immigration enforcement action, the parent can share custody with a non-parent through a legal process called a joint guardianship where both the parent and non-parent have the ability to make decisions for the child during the parent's absence.[137] During a joint guardianship, a parent's parental rights are not suspended and they can still make decisions for their child.

Policy Recommendations and Best Practices

1. Ask Families to Update Emergency Contact Information on a Regular Basis

Ask families to update their emergency contact information on a regular basis, at least once a school year but more frequently if possible. You are required to use the emergency contact information if parents or guardians are not available, so it is very important that this information is complete and up-to-date. You can ask families to list as many contacts as they wish. If possible, set a reminder or regular schedule to ensure that you are keeping emergency contacts up to date.

2. Consider Helping Families Develop a Family Safety Plan

Early childhood educators often have a trusted relationship with the child's family and are in a good position to encourage the creation of a *Family Safety Plan.* A *Family Safety Plan* can help families decide what to do if a family member is detained or deported. However, because providers must use emergency contact information on file rather than family safety plans, it is very important that the emergency contact information be up to date and match what is in the family safety plan. It can be useful to early childhood educators to know where parents or guardians store their *Family Safety Plans* so these can be located if the parent or guardian cannot be reached.

- Examples of *Family Safety Plans* from different organizations:
  - ✓ Child Care Safety Plan
  - ✓ Pages 12-18 of "Know Your Rights!"
- While providers must keep emergency contact information for families, they should consider carefully before storing a *Family Safety Plan* at the facility because some of the plans might include confidential information.

3. Utilizing the Caregiver's Authorization Affidavit

ECE and child care providers often have a trusted relationship with the child's family and are also in a good position to encourage families to complete a *Caregiver's Authorization Affidavit.* This document gives the adult named in the *Caregiver's Authorization Affidavit* the authority to make educational and some medical decisions for the child.

Schools, doctors, and dentists are required to accept the *Caregiver's Authorization Affidavit.*

The *Caregiver's Authorization Affidavit* can be used to establish the caregiving relationship prior to ECE or child care enrollment.

The *Caregiver's Authorization Affidavit* does not need a seal or signature from a court and does not need to be notarized.

4. Tell Families How You are Keeping Them Safe

Communicate your policies to current and prospective families to help them feel confident enrolling their children.

5. Share Additional Resources with Families

If a child's family member is detained, the ECE or child care provider should refer the child's parent, guardian, emergency contact, or adult named in the *Caregiver's Authorization Affidavit* to other resources for assistance, such as the list of resources at Appendix L and the following:

ICE Detainee Locator

- The ICE Detainee Locator can help people determine if someone has been detained and where that person is being held. When using the ICE Detainee Locator, it is helpful to know the date of birth and the "A-Number" (Alien Registration Number) of the person you are trying to locate.
  - ✓ **Please Note:** The ICE Detainee Locator is intended only for locating people who are already detained. If someone has general questions about their immigration status, they should not be referred to ICE or immigration enforcement. Instead, they can be referred to an immigration lawyer (see resources below).

Legal Assistance

- There are several different types of people who can provide legal assistance to secure the release of a child's detained parent, or to help arrange for a child to visit their parent. These include: (1) immigration lawyers in private practice; (2) accredited representatives (who assist immigrants in immigration proceedings); or (3) legal aid organizations.
  - ✓ Make sure lawyers are licensed and in good standing with the State Bar of California.
  - ✓ California courts operate Self-Help Centers that may also be able to provide family law assistance to a child or their proposed guardian.
  - ✓ A child or their family member may also be able to find legal assistance from legal-aid offices and lawyer-referral services.

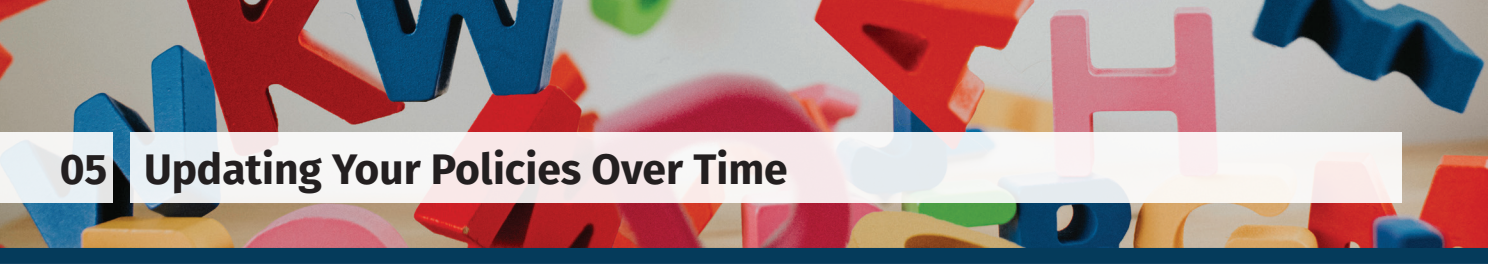
Consulate or Embassy

- The consulate or embassy of the parent's or guardian's country of origin may also be able to offer additional information or assistance.
- Note: Families should not hire a "notario" or an immigration consultant to get advice on their immigration status. Notarios and immigration consultants are not attorneys. They are not required to understand immigration law and they cannot provide legal advice or communicate with the government on your behalf.

Recommended Model Policies: Responding to the Detention or Deportation of a Child's Family Member

All ECE and child care facilities are encouraged to consider adopting the following model policies, or equivalent policies.

- [The facility] requires families to update their emergency contact information on a regular basis, at least annually.
- [The facility] permits families to update children's emergency contact information as needed throughout the year and to provide as many alternative contacts as they wish if no parent or guardian is available.
    - [The facility] communicates to families that information provided on emergency contact cards will only be used in response to emergency situations, and not for any other purpose. All children's records are kept confidential, to the extent practicable, unless disclosure is required by law.
- If a child's parent/guardian is detained/deported by immigration authorities, [the facility] will release the child to the person(s) designated as emergency contacts on the child's emergency contact card. [The facility] will only contact Child Protective Services due to unavailability of a caretaker if [the facility] staff are unsuccessful in arranging for the timely care of the child through the emergency contact information on file, a *Caregiver's Authorization Affidavit*, or other information or instructions conveyed by the parent or guardian.



05 Updating Your Policies Over Time

Purpose

To help you make sure that your policies stay up to date with current law and guidance so that you can continue to protect the rights of immigrant children and their families to safely access early childhood education and child care.

Governing Law

1. Revising Facility Policies

California State Preschool Programs are required to revise their policies to be consistent with the Attorney General's model policies, and any revisions made to the Attorney General's model policies in the future.[138]

All ECE and child care providers must revise any information, policies or guidance provided to parents or authorized representatives so that what has been provided is consistent with any revisions made to the Attorney General's model policies.[139] In other words, even providers that are not required to adopt the Attorney General's model policies must make sure that the information you share with families does not *conflict with* these policies, and you should review updates to the Attorney General's model policies regularly to make sure your own policies are consistent with the Attorney General's model policies.

2. Providing Families Access to Model Policies

All ECE and child care providers are required to make sure that children's families are aware of the Attorney General's model policies published in this guidance.[140] They also need to make sure families know how to access these model policies.[141]

Policy Recommendations and Best Practices

1. Annually review the Attorney General's Model Policies and update your policies accordingly

Make sure your policies and any information you provide to families are consistent with the most up-to-date policies published by the Attorney General. Best practice is to review the California Department of Justice's website each year to see if they have been updated. If there is a new version of the Attorney General's model policies, ECE and child care providers should update their policies to be consistent with the updated model policies published by the Attorney General. California State Preschool Programs are required to adopt the new policies, or equivalent policies. For all other ECE and child care providers: you do not have to adopt the model policies, but you are required to make sure that nothing in your own policies or the other information you share with families conflicts with the model policies.

2. Regularly review your policies and consider how you will put them into practice in different scenarios

Review your policies and plans for responding to immigration enforcement with staff on a regular basis so you do not forget them in a time of need. Consider conducting practice drills to make sure your staff understands what to say and do if immigration agents are present near your facility or attempt to enter your facility.

3. Make sure that the families you serve know how to access the Attorney General's model policies

For example, you can include a link to the model policies in the documents you already share with families.

Model Policies: Updating Your Policies Over Time

ECE and child care providers who do not participate in the California State Preschool Program *may* adopt model policies below, or equivalent policies, but you are not required to do so. However, even if you choose not to adopt them, you must make sure that any information, policies, or guidance that you provide to parents and authorized representatives is consistent with these model policies.

Providers who participate in the California State Preschool Program, **whether licensed or unlicensed, must adopt the model policies below, or equivalent policies, by July 1, 2026**. If you are a license-exempt California State Preschool Program because you are operated by a school district or other local educational agency, you may be subject to additional requirements. Speak with the school district or your legal counsel to determine what additional policies apply to you.

- [The facility] will review the Attorney General's website by June 1st of each calendar year. If there are updated model policies related to protecting the rights of immigrants and their families to safely access early child care and education centers, [the facility] will adopt the updated policies or equivalent policies by July 1st of that calendar year.
- [The facility] will provide families with the Attorney General's *Immigration* webpage during enrollment so families can access the Attorney General's model policies.

Endnotes

1 "Immigration enforcement agent" in this guidance is used to describe any officer or employee of an agency conducting immigration enforcement, for the purposes of Cal. Gov. Code, §§ 7285.1, subds. (a) and (c) and 7285.2, subd. (a), Cal. Ed. Code, § 234.7, subds. (a)(2) and (c), and Cal. Health & Saf. Code, § 1597.640, subd. (b).

2 Cal. Health & Saf. Code, § 1597.640, subd. (i)(3) (defining "licensed child daycare facility" to mean a facility that provides nonmedical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis that is licensed pursuant to the California Child Day Care Act. Child day care facilities include day care centers, employer-sponsored child care centers, and family day care homes.).

3 Cal. Health & Saf. Code, § 1597.640, subd. (i)(2); Cal. Health & Saf. Code, § 1596.792, subd. (o)(1).

4 See exceptions in footnotes 5 & 6.

5 Cal. Health & Saf. Code, § 1596.792 lists the exceptions to CDSS licensure. For example, no CDSS license is needed for relatives who care for children in their own family, family child care homes that provide care for the children of only one family in addition to the operator's own children, certain parent-run cooperative daycares that do not involve payment, crisis nurseries, or certain temporary on-site daycares.

6 Cal. Health & Saf. Code, § 1596.792, subd. (o)(1). License-exempt CSPPs are regulated by CDE and subject to the CSPP rules, but they are not licensed or regulated by CDSS as a child care facility. All other CSPP programs (i.e., those that are not operated by an LEA in a school building and which meet several other conditions, and thus are license-exempt CSPPs as defined at Cal. Health and Safety Code section 1597.640, subd. (i)(2)) require CDSS licenses and thus are subject to both CDSS and CSPP regulations. (As noted above, preschools operated by an LEA are also subject to Education Code section 234.7; please refer to the Attorney General's TK-12 guidance for additional information regarding those requirements).

7 See Cal. Health & Saf. Code, § 1596.792, subd. (k).

8 Cal. Health & Saf. Code, § 1597.640, subd. (a).

9 ECE and child care providers who participate in Title 5 programs, discussed in Chapter 1, are also specifically prohibited from considering the immigration status of a child or their parent when determining eligibility, unless the child or their parent(s) are under a final deportation order. (Cal. Code Regs., tit. 5, § 17745, subd. (c) (California State Preschool Program); § 18107, subd. (b) (Early Learning and Care Programs)).

10 Cal. Code Regs., tit. 22, § 102417, subd. (g)(7) (**Family child care homes** must maintain emergency information cards that include the child's full name, telephone number and location of a parent or other responsible adult to be contacted in an emergency, the name and telephone number of the child's physician and the parent's authorization for the licensee or registrant to consent to emergency medical care.). See also Cal. Code Regs. tit. 22, § 102421, subd. (b) ("The licensee shall maintain, in each child's record, a copy of the emergency information card as required in Section 102417(g)(7)."). See also Cal. Code Regs., tit. 22, § 101221, subd. (b)(8)(B) (**Child care centers** must keep child records including "[i]nstructions for action to be taken in case the child's authorized representative, or the physician designated by the authorized representative, cannot be reached in an emergency); Cal. Health and Safety Code § 1596.841 (each child day care facility shall maintain the name, address, and daytime telephone number of the child's parent or guardian, and the name and telephone number of the child's physician). See also Cal. Code Regs., tit. 5 §17758, subd. (c)(3) (**California State Preschool Programs** must keep children's current emergency information in the Family Data File).

11 Cal. Health & Saf. Code, § 1597.640, subd. (c).

12 *Id*. at § 1597.640, subd. (d).

13 See *Ferm v. United States Trustee* (9th Cir. 1999) 194 F.3d 954, 958 ("[I]ndiscriminate public disclosure of social security numbers (SSN), especially when accompanied by names and addresses, may implicate the constitutional right of informational privacy").

14 For more information regarding these programs, see California Department of Social Services, *Child Care and Development Programs*.

15 Cal. Code Regs., tit. 5, § 17758, subd. (a) (Application for Services for CSPP); Cal. Code Regs., tit. 5, § 18081, subd. (a) (Application for Services for Early Learning and Care Programs, which applies to direct contract Child Care and Development Programs); Cal Code Regs., tit. 5, § 18412, subd. (b) (Family Data File requirement for CalWORKS Stage 2 child care programs); Cal Code Regs., tit. 5, § 18427, subd. (b) (Family Data File requirement for CalWORKS Stage 3 child care programs).

16 Cal Code Regs., tit. 5, §§ 17757-17774.5. Families enrolling in CSPP Neighborhood Schoolsites must also provide documentation to prove residency within the attendance boundaries of the school. (Cal. Code Regs., tit. 5, § 17774, subd. (a).) However, the range of documents that can be used to prove residency is broad, including utility bills, pay stubs, or "[a]ny documentation that a contractor reasonably relies on to prove a family's residency." (Cal. Code Regs., tit. 5, § 17774, subd. (b).)

17 Cal. Code Regs., tit. 5, §§ 17820 (California State Preschool Programs), 18067 (Early Learning and Care Programs).

18 Cal. Code Regs., tit. 5, § 17761 (Documentation and Determination of Family Size for CSPP); Cal Code Regs., tit. 5, § 18083.1 (Documentation and Determination of Family Size for state-funded Early Learning and Care programs); Cal Code Regs., tit. 5, § 17700, subd. (au) (defining "[p]arent" to mean "a biological parent, adoptive parent, stepparent, foster parent, caretaker relative, legal guardian, domestic partner of the parent as defined in Family Code section 297, or any other adult living with a child who has responsibility for the care and welfare of the child.").

19 Cal. Code Regs., tit. 5, §§ 17761, subd. (a)(1)(G), 18083.1, subd. (a)(1)(G).

20 See Cal. Fam. Code, §§ 6550-6552.

21 See Cal. Ed. Code, § 8208 (CSPP eligibility requirements). Other bases for CSPP eligibility include the family receiving certain benefits or experiencing homelessness, or the child having a disability, being abused or neglected, or receiving protective services. (Cal. Code Regs., tit. 5, § 17757, subd. (d). See also Cal Code Regs., tit. 5, § 18084 (Early Learning Care Documentation of Eligibility: Income and Family Fees).)

22 Cal. Code Regs., tit. 5, § 17762, subd. (a); Cal. Code Regs., tit. 5, § 18084, subd. (a).

23 *Ibid.*

24 Cal. Code Regs., tit. 5, § 17762, subd. (b); Cal. Code Regs., tit. 5, § 18084, subd. (b).

25 Cal. Code Regs., tit. 5, § 17762, subd. (a)(2); Cal. Code Regs., tit. 5, § 18084, subd. (a)(2).

26 Cal. Code Regs., tit. 5, § 17762, subd. (b)(3); Cal. Code Regs., tit. 5, § 18084, subd. (b)(3).

27 Cal. Code Regs., tit. 5, §§ 17770 (CSPP), 18211 (Severely Handicapped program).

28 For the California State Preschool Program, providers need only maintain in the Family Data File the portion of the IEP or IFSP that includes the information specified in Education Code section 56026 and California Code of Regulations, Title 5, sections 3030 and 3031. (Cal. Code Regs., tit. 5, § 17770.) For the Severely Handicapped Program, providers must keep the IEP in the Family Data File. (Cal. Code Regs., tit. 5, § 18212.)

29 Cal. Code Regs., tit. 5, §§ 17763 (documenting need for CSPP); 18085.5 (documenting need for Early Learning and Care Programs).

30 Other situations in which a family might qualify include parents seeking employment or attending school, the family experiencing homelessness or seeking permanent housing, parental incapacity, or a child receiving child protective services or identified as being abused or neglected. (Cal. Code Regs., tit. 5, §§ 17757, subd. (e) (CSPP); 18085.5, subd. (a) (Early Learning and Care Programs).)

31 Cal Code Regs., tit. 5, § 17764, subds. (b), (c) (methods to document employment for CSPP); § 17762, subds. (b), (c) (methods to document employment for Early Learning and Care Programs).

32 Cal. Code Regs., tit. 5, §§ 17764, subd. (b)(7); 17762, subd. (b)(7); see also Cal. Code Regs., tit. 5, § 17762, subd. (a)(2).

33 See Cal. Code Regs., tit. 5, § 17767 (Documentation of Need for Full-Day CSPP when the basis of need for services is the parent's enrollment in educational program); § 17768 (Documentation of Need for Full-Day CSPP when the basis of need for services is the parent attending vocational training); Cal. Code Regs., tit. 5, § 18086.6. (Documentation of Need for Early Learning and Care when the basis of need for services is the parent's enrollment in educational program); § 18087 (Documentation of Need for Early Learning and Care Programs when the basis of need for services is the parent attending vocational training).

34 Cal. Welf. & Inst. Code, § 10236.

35 Cal. Welf. & Inst. Code, § 10236.5.

36 In addition to the Family Data File requirements applicable to all Title 5 programs (see Cal. Code Regs., tit. 5, §§ 18081-18096), some voucher programs have additional eligibility and documentation requirements. (See, e.g., Cal. Code Regs., tit. 5, § 18412 (Family Data File requirements for CalWORKS Stage 2); Cal. Code Regs., tit. 5, § 18409 (Enrollment into CalWORKS Stage 2 by Transfer from a Stage 1 CalWORKS Agency).)

37 See 42 U.S.C. §§ 9831, 9840a.

38 See, e.g., 45 C.F.R. § 1302.12 (determining, verifying and documenting eligibility for Head Start).

39 45 C.F.R. § 1302.12.

40 See 8 U.S.C. § 1611; Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA); Interpretation of "Federal Public Benefit," 90 Fed. Reg. 31,232 (July 14, 2025).

41 *State of New York, et al., v. U.S. Dep't. of Justice, et al.,* (D.R.I.) No. 1:25cv345, Complaint (July 21, 2025); *Wash. State Ass'n of Head Start and Early Childhood Educ. And Assistance Program, et al. v. Kennedy, et al.*, (W.D.Wash.) No. 2:25-cv-000781, Complaint (April 28, 2025).

42 *State of New York, et al., v. U.S. Dep't. of Justice, et al.,* No. 1:25cv345, Memorandum and Order Granting Plaintiff States' Motion for Preliminary Injunction and Ordering Stay (Sept. 10, 2025); *Wash. State Ass'n of Head Start and Early Childhood Educ. and Assistance Program, et al., v. Kennedy, et al.* (W.D.Wash.), No. 2:25-cv-000781, Order Granting Motion for Preliminary Injunction (Sept. 11, 2025).

43 Elementary and Secondary Education Act of 1965, 20 U.S.C. 6301 et seq.

44 See U.S. Dept. of Education, *Serving Preschool Children Through Title I, Part A of the Elementary and Secondary Education Act of 1965,* As Amended: Non Regulatory Guidance (Feb. 2024).

45 *Ibid.*

46 34 C.F.R. § 200.85; U.S. Dept. of Educ. Office of Elementary and Secondary Education, *National Certificate of Eligibility Instructions* OMB Control No.: 1810-0662 (expires Aug. 31, 2026) U.S. Dept. of Education, *Guidance: Education of Migratory Children under Title I, Part C of the Elementary and secondary Education Act of 1965*, p. 128.

47 Cal. Civ. Code, § 51.

48 Cal. Ed. Code, §§ 220, 210.3.

49 Cal. Gov. Code, § 11135, subd. (a) ("No person in the State of California shall, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated or administered by the state or any state agency, is funded directly by the state, or receives any financial assistance from the state."); Cal. Code Regs., tit. 2, § 14101, subd. (a)(1).

50 Cal Code Regs., tit. 5, § 18107, subd. (d) (Title 5 Child Care and Development Programs); Cal Code Regs., tit. 5, § 17745, subd. (c) (California State Preschool Program).

51 42 U.S.C. § 9849; 42 U.S.C. § 2000d; 28 C.F.R. § 42.104.

52 See 42 U.S.C. § 2000d; Cal. Gov. Code, § 11135, subd. (a).

53 Cal. Code Regs., tit. 22, § 101221, subd. (g) (children's records must be retained for at least three years following termination of service). Family child care homes must keep personnel records for at least three years following termination of employment/volunteer work. (Cal. Code Regs., tit. 22, § 102416.1, subd. (c).)

54 Cal. Code Regs., tit. 5, § 17820, subd. (a) (CSPP paper and electronic records must be retained for at least five years). Cal. Code Regs., tit. 5, § 18067, subd. (a) (five-year records retention period for early learning and care programs); Cal. Welf. & Inst. Code, § 10232, subd. (b) (alternative payment programs and providers must retain records for at least five years or, if an audit has been requested by a state agency, until the audit resolved, whichever is longer); Cal. Welf. & Inst. Code, § 10269, subd. (a)(2) (Child Care and Development contractors must retain records for at least five years or, if an audit has been requested by a state agency, until the audit resolved, whichever is longer); Cal. Code Regs., tit. 5, § 18031, subd. (i) (five-year retention period for Early Learning and Care subcontractors requiring prior Child Development Division approval).

55 Cal. Health & Saf. Code, § 1597.640, subd. (a).

[56] Examples of situations in which ECE and child care providers are permitted to disclose confidential information are when they are provided with a judicial warrant, judicial subpoena, or court order requesting the information. Even then, they can challenge these requests in court before complying. These examples, including what to do if presented with an administrative subpoena or warrant, are discussed below.

[57] Cal. Code Regs., tit. 22, § 101212, subds. (d)(1)(C), (f).

[58] 8 U.S.C. §§ 1373, 1644. In *United States v. California* (9th Cir. 2019) 921 F.3d 865, 891-893, the Ninth Circuit interpreted section 1373 narrowly, stating that the law only applies to a governmental entity sharing a person's citizenship or immigration status with the Department of Homeland Security and not to any other type of information.

[59] 8 U.S.C. section 1373 also provides that no federal, state, or local government entity can be prohibited or restricted from maintaining information regarding an individual's immigration status, or exchanging this information with any other federal, state or local government entity. (8 U.S.C. § 1373(b)(2)-(3).)

[60] Cal. Ed. Code, § 234.7, subd. (b).

[61] *Ibid.*; Cal. Civ. Code, § 1798.3, subd. (a) ("personal information" is any information that identifies or describes an individual, including, their name, social security number, physical description, address, or telephone number).

[62] Cal. Ed. Code, § 234.7, subd. (b); 34 C.F.R., § 99.31(a)(9)(ii).

[63] Cal. Health & Saf. Code, § 1597.640, subd. (b)(1)(A).

[64] Cal. Code Regs., tit. 22, § 101221, subd. (c) ("All information and records obtained from or regarding children shall be confidential. (1) The licensee shall be responsible for safeguarding the confidentiality of record contents. (2) Except regarding the California Department of Social Services' ability to inspect, audit and copy children's records, or as otherwise authorized by law, the licensee and all employees shall not reveal or make available confidential information.").

[65] *Ibid.* Another exception is when a peace officer takes custody of an abused or neglected child. In that case, the licensee can provide the address, and telephone number of the child's authorized representative to the peace officer. (Cal. Health & Saf. Code, § 1596.876.) Note that a "peace officer" as used in this context does not include U.S. Immigration and Customs Enforcement officers or U.S. Customs and Border Protection officers. (See Cal. Pen. Code, § 830.85.)

[66] Cal. Code Regs., tit. 22, § 101221, subd. (c).

[67] Cal. Code Regs. tit. 5, § 18117, subd. (a).

[68] Cal. Code Regs. tit. 5, § 17732, subd. (a).

[69] "Directly connected" with the administration of the child care program in this context includes disclosure related to licensing requirements, or audits conducted by the California Department of Education, or as required by a child protective services agency.

[70] Some voucher programs have additional confidentiality rules. *See, e.g.*, Cal. Code Regs., tit. 5, § 18415, subd. (f) (requiring that for CalWORKS Stage 2, the "use or disclosure of all information pertaining to the child and that child's family shall be restricted to purposes directly connected with the administration of the program"); Cal. Code Regs. tit. 5, § 18430, subd. (d) (the same requirements for CalWORKS Stage 3).

[71] Cal. Code Regs., tit. 5, § 18117, subd. (a).

[72] Cal. Code Regs., tit. 5, § 1822, subds. (a)(2), (b) (if the parent speaks a language other than English or is hearing impaired, the information must be provided in written format or with an interpreter).

[73] Cal. Ed. Code, § 234.7, subd. (b). See also 34 C.F.R. § 99.31(a)(9)(ii) (LEA-operated ECE and child care programs must notify the parent before providing information, except (1) if they are providing information in compliance with a Federal grand jury subpoena or a subpoena issued for law enforcement purposes and there is an order that the subpoena, it's contents, or the information provided in response not be disclosed, or (2) if they are providing information in compliance with an *ex parte* court order obtained by the U.S. Attorney General regarding an act of terrorism).

[74] Cal. Ed. Code, § 234.7, subd. (b).

[75] 20 U.S.C. § 1232g. FERPA regulations can be found at 34 C.F.R. § 99.1 et seq.

[76] 34 C.F.R. § 99.1(d) (even if only one of the facility's program's receives federal funding, FERPA will apply to the facility as a whole and all its programs).

[77] 20 U.S.C. § 1232g(b)(2)-(3); 34 C.F.R. § 99.31(a)(9)(i).

78 20 U.S.C. § 1232g(b)(2)(B) (notification is not necessary in some proceedings involving child abuse and neglect or dependency matters); 34 C.F.R. § 99.31(a)(9)(ii) (notification is not required in narrow circumstances such as where the information is requested pursuant to a Federal grand jury subpoena or a subpoena issued for law enforcement purposes and there is an order that the subpoena, it's contents, or the information provided in response not be disclosed).

79 Cal. Gov. Code, § 7285.2, subd. (a)(1).

80 For more information, see California Department of Justice and State of California Department of Industrial Relations, *Immigrant Worker protection Act (Assembly Bill 450) Frequently Asked Questions*, (Feb. 18, 2025).

81 Cal. Gov. Code, § 7285.2, subd. (a).

82 Cal. Ed. Code, § 234.7, subd. (b).

83 U.S. Dept. of Homeland Security, *Guidelines for Enforcement Actions in or Near Protected Areas* (Oct. 27, 2021); see also U.S. Dept. of Homeland Security, *Secretary Mayorkas Issues New Guidance for Enforcement Action at Protected Areas* (Oct. 27, 2021).

84 U.S. Dept. of Homeland Security, *Enforcement Actions in or Near Protected Areas* (Jan. 20, 2025).

85 *Ibid.*

86 *See, e.g.*, Canizares, *Minneapolis Parents, Teachers Demand ICE Leave After Targeting Schools* (Jan. 16, 2026) Minnesota Spokesman-Recorder; Ibarra & Hwang, *ICE is Suddenly Showing up in California Hospitals. Workers Want More Guidance on What to do* (Aug. 26, 2025) CalMatters.

87 See U.S. Const., 4th Amend. ("The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.").

88 *Free Speech Coalition, Inc. v. Att'y Gen. of the U.S.* (3d Cir. 2012) 677 F.3d 519, 543; see *Minnesota v. Olson* (1990) 495 U.S. 91, 95-96 ("[C]apacity to claim the protection of the Fourth Amendment depends … upon whether the person who claims the protection of the Amendment has a legitimate expectation of privacy in the invaded place. A subjective expectation of privacy is legitimate if it is one that society is prepared to recognize as reasonable." (internal quotations and citations omitted).) See also *United States v. Halley* (E.D. Pa. Mar. 24, 2025 No. CR 24-356-KSM-1) 2025 WL 899321, at *3 [2025 U.S. Dist. LEXIS 53342, at *8-9].

89 See U.S. Const., 4th Amend.

90 See *United States v. Camou* (9th Cir. 2014) 773 F.3d 932, 940 ("We have defined exigent circumstances as 'those circumstances that would cause a reasonable person to believe that entry [or search] … was necessary to prevent physical harm to the officers or other persons, the destruction of relevant evidence, the escape of the suspect, or some other consequence improperly frustrating legitimate law enforcement efforts" [citations omitted].).

91 See *Mincey v. Arizona* (1978) 437 U.S. 385, 393.

92 Public Counsel, *FAQs on Nonprofit and Small Business Rights with Respect to Immigration Enforcement* (Jan. 2025). See also Kuras, et al., *Warrantless Searches and Seizures* (2002) 90 Geo. L.J. 1130, 1152-56.

93 See also, *Collins v. Virginia* (2018) 584 U.S. 586, 595 (An officer seizing the evidence must have a lawful right to access or observe the seized object. If the officer violated the Fourth Amendment or another law in arriving at the location or situation where they had access or sight to the object, the plain view doctrine does not apply.)

94 Assem. Bill No. 450 (2017-2018 Reg. Sess.); Cal. Gov. Code, § 7285.1 et seq.

95 Cal. Gov. Code, § 7285.1, subd. (a).

96 *Ibid.*

97 Cal. Gov. Code, § 7285.1, subd. (c).

98 *See* Cal. Dept. of Justice & Cal. Dept. of Industrial Relations, Immigration Worker Protection Act (Assembly Bill 450) Frequently Asked Questions (Feb. 2025) p. 1.

99 The Immigrant Worker Protection Act does not define "nonpublic" area nor otherwise indicate that the term "nonpublic" should be given anything but its usual or ordinary meaning. Cal. Dept. of Justice & Cal. Dept. of Industrial Relations, *AB 450 FAQs*, at p. 2.

100 *Ibid.*

101 See Cal. Ed. Code, § 234.7, subd. (l)(3) ("'Schoolsite' means an individual school campus of a school district, county office of education or charter school, an area where a local educational agency's school-sponsored activity is currently being held, or… a school bus or other transportation provided by a local educational agency.")

[102] Both guidance documents can be found on the Office of Attorney General's website. See State of California Department of Justice, *Resources for California's Immigrant Communities*.

[103] Cal. Health & Saf. Code, § 1596.857, subd. (a).

[104] Cal. Health & Saf. Code, § 1596.857.

[105] Cal. Ed. Code § 51101, subd. (a).

[106] Cal. Health & Saf. Code, § 1596.857, subd. (g).

[107] Cal. Health & Saf. Code, § 1597.640, subd. (b)(1)(A).

[108] Cal. Code Regs., tit. 22, § 101212, subds. (d)(1)(C), (f).

[109] Cal. Health & Saf. Code, § 1597.640, subd. (b)(1)(A), (B).

[110] Cal. Ed. Code, § 234.7, subd. (c).

[111] Cal. Ed. Code, § 234.7, subd. (l)(2).

[112] Cal. Pen. Code, § 626.8, subd. (a).

[113] Cal. Pen. Code, § 626, subd. (a)(5).

[114] National Immigration Law Center, *Warrants And Subpoenas: What to Look Out for and How to Respond* (Jan. 2025) (*Warrants And Subpoenas*) p. 3.

[115] *Ibid.*

[116] *Ibid.*

[117] See *City of Los Angeles v. Patel* (2015) 576 U.S. 409, 420 ("The Court has held that absent consent, exigent circumstances, or the like, in order for an administrative search to be constitutional, the subject of the search must be afforded an opportunity to obtain precompliance review before a neutral decisionmaker.").

[118] See, e.g., Cal. Code Regs., tit. 5, § 17732, subd. (a) (for CSPP programs, "the use or disclosure of all information held by the contractor pertaining to the child and the child's family shall be restricted to purposes directly connected with the administration of the program or as otherwise permitted by law."); Cal. Code Regs., tit. 22, § 101221, subd. (c) (for CDSS-licensed child care facilities, "[a]ll information and records obtained from or regarding children shall be confidential. (1) The licensee shall be responsible for safeguarding the confidentiality of record contents. (2) Except as specified [for CDSS audits], or as otherwise authorized by law, the licensee and all employees shall not reveal or make available confidential information.".) See Appendix H for summary of applicable confidentiality laws.

[119] The California Values Act, Sen. Bill No. 54 (2017-2018 Reg. Sess.) was signed into law on October 5, 2017, and went into effect in January, 2018.

[120] Cal. Gov. Code, § 7284.6, subd. (a)(1)(E).

[121] National Immigration Law Center, *Warrants And Subpoenas,* at pp. 3, 5.

[122] 34 C.F.R. § 99.31(a)(9)(ii).

[123] 34 C.F.R. §§ 99.3, 99.30; Cal. Ed. Code, § 49075, subd. (a).

[124] National Immigration Law Center, *Warrants And Subpoenas,* at p. 4.

[125] See U.S. Dep't. of Justice Exec. off. for Immig. Review, *Do You Have a Form Called A Notice to Appear ("NTA")?,* (Jan. 2022).

[126] Note, however, that the characterization of spaces as public or nonpublic may change based on the time of day and usage of the space. For example, a schoolsite that opens its facilities after school hours for public usage for things like sporting events may transition to a public space outside of school operating hours.

[127] Cal. Health & Saf. Code, § 1597.640, subd. (c).

[128] Cal. Health & Saf. Code, § 1597.640, subd. (d).

[129] Cal. Ed. Code, § 234.7, subd. (c).

[130] Cal. Fam. Code, § 6552.

[131] Cal. Fam. Code, § 6550, subd. (a).

[132] Cal. Code Regs., tit. 5, § 17700-17833 governs the regulatory standard for who may enroll a child in a CSPP. "Parent" is defined as "a biological parent, adoptive parent, stepparent, foster parent, caretaker relative, legal guardian, domestic partner of the parent as defined in Family Code section 297, or any other adult living with a child who has responsibility for the care and welfare of the child." Cal. Code Regs., tit. 5, § 17700 subd. (au). The *Caregiver Authorization Affidavit* may be used to establish the parental relationship for enrolling a child in a CSPP. Cal. Fam. Code, § 6550, subd. (a).

[133] Cal. Fam. Code, § 6550, subd. (a).

[134] Cal. Fam. Code, § 6550, subd. (a).

[135] Cal. Fam. Code, § 6550, subd. (h)(2).

[136] Cal. Fam. Code, § 6552.

[137] Cal. Prob. Code, § 2105, subd. (g)(1).

[138] Cal. Health & Saf. Code, § 1597.640, subd. (g)(2).

[139] Cal. Health & Saf. Code, § 1597.640, subd. (h)(3).

[140] Cal. Health & Saf. Code, § 1597.640, subd. (g)(3).

[141] Cal. Health & Saf. Code, § 1597.640, subd. (h)(1).

Appendix A
Model Policy Template

Part One of this document consists of the Model Policies listed in the guide. ***There is no requirement to use this exact format for your policies.***

However, California State Preschool Programs (CSPPs) must adopt the substance of the Attorney General's Model Policies in Part One, or their equivalent*. Licensed child care facilities must make sure that any information, policies, or guidance provided to parents and authorized representatives are not inconsistent with the Model Policies in Part One.*

Part Two of this document, starting on page 49, includes ***optional*** *best practices. No providers are required to adopt the Best Practices in Part Two, but they may be helpful in creating a safe, accessible ECE or child care facility for all. Please use what works best for your situation.*

If your program is operated by a ***school district or other local educational agency (LEA)****, you may be subject to additional requirements.*

If your program is operated by ***a college or university****, you may be subject to additional requirements.*

Speak with your institution's administrators or legal counsel to determine what additional policies may apply to you.

Part One: Model Policies (Required for CSPPs)

The policies in Part One are Model Policies. California State Preschool Programs (CSPPs) must adopt the Model Policies in Part One, or their equivalent. Licensed child care facilities are not required to adopt the Model Policies, but cannot have policies provided to parents or authorized representatives that are inconsistent with these policies.

Collecting/Retaining Information

Model Policies for Collecting and Retaining Children's and Family Information

1. The facility shall maintain in writing the facility's policies and procedures for gathering and handling sensitive student information, and appropriate staff shall receive training regarding those policies and procedures.
2. If the facility has information about immigration status, citizenship status, or national origin information, the facility shall not use the information to discriminate against any students or families or keep children from enrolling in or attending the program.
3. If parents or guardians choose not to provide information about their or their children's immigration status, citizenship status, or national origin, the facility shall not use that as a basis to discriminate against any students or families or keep children from enrolling or attending the program.
4. The facility shall treat all children the same regarding how they receive all program services, including, but not limited to, the gathering of children's and family information.

Model Policies Regarding Asking Families About Immigration Status, Citizenship Status, and National Origin

1. The facility staff shall not request information about a child's citizenship or immigration status or the citizenship or immigration status of a child's parents or guardians unless required by state or federal law or to administer a state or federally funded educational program; nor shall staff seek or require, to the exclusion of other permissible documentation or information, documentation or information about a student or family's citizenship or immigration status, such as a green card, voter registration, a passport, or citizenship papers unless it is required by state or federal law or to administer a state or federally funded educational program.
2. Where permitted by law, the facility shall accept alternative means to establish eligibility criteria for enrollment. Those alternative means shall include documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.
3. Where eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this policy, the facility procedures and forms shall describe to the applicant, and accommodate, all alternatives specified in law and all alternatives authorized under this policy.

Model Policy Regarding Asking Families for Social Security Numbers or Cards

1. The facility shall not solicit or collect entire or partial social security numbers or cards.

Sharing Information

Model Policies Regarding Sharing Information

1. **Children's records:** The facility will not share personal information about children and their families with any unauthorized parties without the consent of parents or guardians unless required or authorized by law or if the disclosure is directly connected with administering the program. [See Appendix H to understand the laws that apply to your facility type.]
2. **Employee records:** The facility will not provide voluntary consent to an immigration enforcement agent to access, review, or obtain employee records without a subpoena or judicial warrant, unless required by federal law. This provision does not apply to I-9 Employment Eligibility Verification forms and other documents for which a Notice of Inspection has been provided to the employer.
3. If the facility is presented with a request for information regarding a child, the facility staff shall:
    a. Make a photocopy or take a picture of any written request and obtain the contact information of the person or agency seeking information;
    b. Notify the designated facility administrator about the information request;
    c. Prior to complying with the request, notify the child's parent/guardian of the request and share with them any documents provided by the person or agency seeking the request, unless prohibited by a judicial warrant, subpoena, or court order from sharing the request for information, or in the case of investigations of suspected child abuse, child neglect, or child dependency;
    d. When possible, immediately consult legal counsel to determine when and if you need to comply with the request;
4. If the facility does respond to a request for information regarding the child, the facility shall make a copy of the documents requested (i.e., not give the originals) and shall document the name of the person/agency to whom the documents were provided. The facility shall keep a record of the documents produced and place the copy in the child's file.

Responding to Requests for Access to ECE and Child Care Facilities for Immigration Enforcement Purposes

1. As soon as possible, facility staff shall notify the designated administrator of any request by any immigration enforcement agent or other law enforcement officer seeking access to the facility or any child to conduct immigration enforcement, or any requests for review of facility documents.
2. In addition to notifying the designated administrator, facility staff shall take the following action steps in response to an agent present on the facility's grounds specifically for immigration enforcement purposes, or similar steps that limit cooperation with immigration enforcement to the full extent of the law:
    a. Advise the agent that before proceeding with their request, and absent exigent circumstances, facility staff must first notify and receive direction from _____ [the facility administrator or superintendent, as appropriate].
    b. Ask to see, and make a copy of or note, the agent's credentials (name and badge number). Also ask for and copy or note the phone number of the agent's supervisor.
    c. Ask the agent for their reason for being on the facility's grounds and document it.
    d. Ask the agent to produce any documentation that authorizes access to the facility.

e. Make a copy of all documents provided by the agent. Retain the copy of the documents for the facility's records.

f. If the agent declares that exigent circumstances exist and demands immediate access to the facility, facility staff should comply with the agent's orders and immediately contact the facility administrator or Superintendent, as appropriate.

g. If the immigration enforcement agent does not declare that exigent circumstances exist and requests access to the nonpublic areas of the facility, respond according to the requirements of the agent's documentation. If the agent has:

   i. **an ICE (Immigrations and Customs Enforcement) administrative warrant** (see Appendix B), facility staff shall inform the agent that they cannot consent to any request without first consulting with _____ [legal counsel or other designated administrator].

   ii. **a federal judicial warrant (search-and-seizure warrant or arrest warrant;** see Appendices C and D), prompt compliance with such a warrant is usually legally required. If feasible the facility will consult with _____ [legal counsel or other designated administrator] before providing the agent access to the person or materials specified in the warrant.

   iii. **a subpoena for production of documents or other evidence** (see Appendix F), immediate compliance is not required. Therefore, the facility staff shall discuss the subpoena with _____ [legal counsel or other designated administrator] and await further instructions on how to proceed.

h. While facility staff should not consent to an agent seeking access for immigration enforcement purposes, except as described above, they should not attempt to physically impede the agent, even if the agent appears to be exceeding the authorization given under a warrant or other document. If an agent enters the premises without consent, facility staff shall document their actions while on the premises, and if feasible, accompany them at all times.

i. After the encounter with the agent, facility staff shall promptly take written notes of all interactions with the officer. The notes shall include the following items to the extent practicable under the circumstances:

   i. List or copy of the agent's credentials and contact information;

   ii. Identity of all facility staff who communicated with the agent;

   i. Details of the agent's request;

   ii. Whether the agent presented a warrant or subpoena to accompany their request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;

   iii. Facility staff's response to the agent's request;

   iv. Any further action taken by the agent; and

   v. Photo or copy of any documents presented by the agent.

j. Facility staff shall provide a copy of those notes, and associated documents collected from the agent, to _____ [legal counsel or other designated administrator].

k. In turn, _____ [legal counsel or other designated administrator] shall submit a timely report regarding the agent's requests and actions.

[If the facility is a licensed child care facility, include the following Policy.]

i. _____ [legal counsel or other designated administrator] shall submit a report to the California Attorney General and the California Department of Social Services.

[If the facility is a license-exempt California State Preschool Program (CSPP), include the following Policy.]

ii. _____ [legal counsel or other designated administrator] is encouraged to submit a report to the California Attorney General and the California Department of Education.

Updating Your Policies Over Time

1. The facility will review the Attorney General's website by June 1st of each calendar year. If there are updated model policies related to protecting the rights of immigrants and their families to safely access early child care and education centers, the facility will adopt the updated policies or equivalent policies by July 1st of that calendar year.
2. The facility will provide families with the Attorney General's *Immigration* webpage during enrollment so families can access the Attorney General's model policies.

Part Two: Optional Best Practices

The policies and practices in Part Two are optional for all providers. There is no requirement that ECE or child care providers adopt the best practices in this section. These may be helpful in creating a safe, accessible facility for all children, regardless of immigration status. Please use what works best for your situation.

[Best Practices] Purpose and Scope of Facility Policies

1. These policies establish procedures for staff, administrators, and volunteers when responding to requests or activity related to immigration enforcement and for protecting the privacy and safety of children and families. This policy applies to all employees, administrators, contractors, and volunteers of the facility, [insert facility name] ("the facility").
2. The facility is committed to maintaining a safe, inclusive, and accessible environment for all children and families, regardless of immigration status.
3. Facility-Specific Procedure for Distributing Immigration Response Policy internally and to parents:

   a. This facility shall make this policy available to staff, administrators, volunteers, parents and authorized representatives and provide information on how to obtain a copy upon request.

   b. This policy is available at the following locations:

   _____

   _____

c. Questions regarding this policy may be directed to:

_____

_____

[Best Practices] Designated Administrator Responsibilities

1. The facility designates the following individual(s) to respond to all requests or inquiries from immigration enforcement or law enforcement personnel:

   a. Primary Designee and contact information: _____

   b. Title: _____

   c. Alternative Designee(s): _____

   d. Alternative Designee(s): _____

   e. Alternative Designee(s): _____

2. To the extent feasible, all other staff should immediately notify a designated administrator of requests or inquiries from immigration enforcement agents or law enforcement personnel.

3. Legal Counsel Contact Information (if you have counsel):

   _____

[Best Practices] Collecting/Retaining Information - Procedures Regarding Storing and Retaining Records

1. Who collects and maintains children's information:

   _____

2. Mandatory retention period for children's records at our facility [depends on facility and record type; see guidance at pages 5-8 for more information]: _____

   _____

   _____

3. Additional facility-specific procedures (if any): _____

   _____

   _____

[Best Practices] Sharing Information - Procedures for Sharing Information

1. Facility-Specific Information Sharing and Recordkeeping Procedure for Parental Consent for Disclosure of Confidential Information if Necessary:

   a. Whether and when legal counsel is consulted prior to releasing information (ex: when parents do not consent to release of children's information and/or when presented with a judicial warrant, subpoena, or court order): _____

   _____

   b. Name or title of person(s) responsible for notification to parent or authorized representative about information requests: _____

   _____

c. When and how will parents or authorized representatives be notified (ex: within 24 hours by phone and email): _____

_____

d. How notification efforts are documented (if at all): _____

_____

e. Additional facility-specific procedures (if any) (You may wish to note any children's records held by your facility that are protected by specific confidentiality statutes (see Appendix H)): _____

_____

_____

[Best Practices] Monitoring and Receiving Visitors

[Best Practices] Visitor Policies and Procedures

1. This facility's visitor policies apply equally to all outside visitors.
2. The facility identifies the following areas as public areas (areas that members of the public may come without permission, such as an entrance area): _____

_____

3. The facility identifies the following areas as nonpublic areas (areas that are restricted to children, staff members, and authorized guests): _____

_____

   - [There are certain restrictions entities are subject to relating to nonpublic areas, depending on the facility type. The facility should adopt procedures that are consistent with the state law requirements of their facility. Nothing restricts a facility's ability to challenge the validity of the warrant, subpoena, or court order in court.]

4. Visitor Registration Requirements, if any (for example, absent exigent circumstances or a judicial warrant, judicial subpoena, or court order authorizing immediate access, all visitors are required to register with the designated facility administrator before entering non-public areas of the facility): _____

_____

5. Acceptable forms of ID and proof of identity (if your facility collects these):

_____

6. Location and content of posted visitor signage (if your facility has these signs):

_____

7. Documentation and recordkeeping for visitor logs (if facility keeps these):

_____

8. Additional facility-specific procedures (if any): _____

_____

[Best Practices] Procedures for Requests for Access for Immigration Enforcement Purposes

1. Person(s) responsible for documentation and reporting to state agencies: _____

   _____

2. Timeline(s) for reporting to state agencies: _____

   _____

3. Additional facility-specific procedures (if any):_____

   _____

[Best Practices] Policies and Procedures for Responding to the Detention or Deportation of a Child's Family Member

1. The facility requests that families to update their emergency contact information on a regular basis, at least annually. [*Note: while it is not required to adopt this policy, this requirement is mandatory for ECE and child care providers.]*
2. The facility permits families to update children's emergency contact information as needed throughout the year and to provide as many alternative contacts as they wish for the facility to contact if no parent or guardian is available.
3. The facility communicates to families that information provided on emergency contact cards will only be used in response to emergency situations, and not for any other purpose. All children's records are kept confidential, to the extent practicable, unless disclosure is required by law.
4. If a child's parent/guardian is detained/deported by immigration authorities, the facility will release the child to the person(s) designated as emergency contacts on the child's emergency contact card.
5. The facility will not contact Child Protective Services due to unavailability of a caretaker unless the facility staff are unsuccessful in arranging for the timely care of the child through the emergency contact information on file, a *Caregiver's Authorization Affidavit*, or other information or instructions conveyed by the parent or guardian. *[Note: This is best practice for all ECE and child care providers and required for ECE or child care facilities operated by a local educational agency.]*
6. When emergency contact information is collected and updated:

   _____

7. Additional facility-specific procedures (if any) (For example, you might want to include temporary care procedures for awaiting pickup, how you verify authorized individuals for child release, late pickup timeframes and staff responsibilities, steps to take if no authorized individual can be reached, and how you document late pickup or release events): _____

   _____

   _____

Appendix B

ICE (Immigrations and Customs Enforcement) "Arrest Warrant" (Form I-200) and "Removal Warrant" (Form I-205)

U.S. DEPARTMENT OF HOMELAND SECURITY **Warrant for Arrest of Alien**

File No. _____

Date: _____

To: **Any immigration officer authorized pursuant to sections 236 and 287 of the Immigration and Nationality Act and part 287 of title 8, Code of Federal Regulations, to serve warrants of arrest for immigration violations**

I have determined that there is probable cause to believe that _____ is removable from the United States. This determination is based upon:

☐ the execution of a charging document to initiate removal proceedings against the subject;

☐ the pendency of ongoing removal proceedings against the subject;

☐ the failure to establish admissibility subsequent to deferred inspection;

☐ biometric confirmation of the subject's identity and a records check of federal databases that affirmatively indicate, by themselves or in addition to other reliable information, that the subject either lacks immigration status or notwithstanding such status is removable under U.S. immigration law; and/or

☐ statements made voluntarily by the subject to an immigration officer and/or other reliable evidence that affirmatively indicate the subject either lacks immigration status or notwithstanding such status is removable under U.S. immigration law.

YOU ARE COMMANDED to arrest and take into custody for removal proceedings under the Immigration and Nationality Act, the above-named alien.

SAMPLE

_____
(Signature of Authorized Immigration Officer)

_____
(Printed Name and Title of Authorized Immigration Officer)

Certificate of Service

I hereby certify that the Warrant for Arrest of Alien was served by me at _____ (Location)

on _____ (Name of Alien) on _____ (Date of Service), and the contents of this notice were read to him or her in the _____ (Language) language.

_____ Name and Signature of Officer

_____ Name or Number of Interpreter (if applicable)

Form I-200 (Rev. 09/16)

Appendix B

ICE (Immigrations and Customs Enforcement) "Arrest Warrant" (Form I-200) and "Removal Warrant" (Form I-205)

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

WARRANT OF REMOVAL/DEPORTATION

File No: _____

Date: _____

To any immigration officer of the United States Department of Homeland Security:

_____
(Full name of alien)

who entered the United States at _____ on _____
(Place of entry) (Date of entry)

is subject to removal/deportation from the United States, based upon a final order by:

- ☐ an immigration judge in exclusion, deportation, or removal proceedings
- ☐ a designated official
- ☐ the Board of Immigration Appeals
- ☐ a United States District or Magistrate Court Judge

and pursuant to the following provisions of the Immigration and Nationality Act:

I, the undersigned officer of the United States, by virtue of the power and authority vested in the Secretary of Homeland Security under the laws of the United States and by his or her direction, command you to take into custody and remove from the United States the above-named alien, pursuant to law, at the expense of:

_____
(Signature of immigration officer)

_____
(Title of immigration officer)

_____
(Date and office location)

SAMPLE

ICE Form I-205 (8/07) Page 1 of 2

Appendix C

Federal Search and Seizure Warrant (Form AO 93)

AO 93 (Rev. 11/13) Search and Seizure Warrant

UNITED STATES DISTRICT COURT

for the

In the Matter of the Search of *(Briefly describe the property to be searched or identify the person by name and address)*	))))))	Case No.

SEARCH AND SEIZURE WARRANT

To: Any authorized law enforcement officer

An application by a federal law enforcement officer or an attorney for the government requests the search of the following person or property located in the _____ District of _____
(identify the person or describe the property to be searched and give its location):

I find that the affidavit(s), or any recorded testimony, establish probable cause to search and seize the person or property described above, and that such search will reveal *(identify the person or describe the property to be seized)*:

YOU ARE COMMANDED to execute this warrant on or before _____ *(not to exceed 14 days)*
❒ in the daytime 6:00 a.m. to 10:00 p.m. ❒ at any time in the day or night because good cause has been established.

Unless delayed notice is authorized below, you must give a copy of the warrant and a receipt for the property taken to the person from whom, or from whose premises, the property was taken, or leave the copy and receipt at the place where the property was taken.

The officer executing this warrant, or an officer present during the execution of the warrant, must prepare an inventory as required by law and promptly return this warrant and inventory to _____.
(United States Magistrate Judge)

❒ Pursuant to 18 U.S.C. § 3103a(b), I find that immediate notification may have an adverse result listed in 18 U.S.C. § 2705 (except for delay of trial), and authorize the officer executing this warrant to delay notice to the person who, or whose property, will be searched or seized *(check the appropriate box)*
❒ for ____ days *(not to exceed 30)* ❒ until, the facts justifying, the later specific date of _____.

Date and time issued: _____ _____
Judge's signature

City and state: _____ _____
Printed name and title

SAMPLE

Appendix D

Federal Arrest Warrant (Form AO 442)

AO 442 (Rev. 11/11) Arrest Warrant

UNITED STATES DISTRICT COURT

for the

United States of America
v.

) Case No.

Defendant

ARREST WARRANT

To: Any authorized law enforcement officer

YOU ARE COMMANDED to arrest and bring before a United States magistrate judge without unnecessary delay

(name of person to be arrested) _____ ,

who is accused of an offense or violation based on the following document filed with the court:

❒ Indictment ❒ Superseding Indictment ❒ Information ❒ Superseding Information ❒ Complaint

❒ Probation Violation Petition ❒ Supervised Release Violation Petition ❒ Violation Notice ❒ Order of the Court

This offense is briefly described as follows:

SAMPLE

Date: _____

_____
Issuing officer's signature

City and state: _____

_____
Printed name and title

Return

This warrant was received on *(date)* _____ , and the person was arrested on *(date)* _____

at *(city and state)* _____ .

Date: _____

_____
Arresting officer's signature

_____
Printed name and title

Appendix E

DHS Immigration Enforcement Subpoena (Form I-138)

1. To (Name, Address, City, State, Zip Code)	DEPARTMENT OF HOMELAND SECURITY **IMMIGRATION ENFORCEMENT SUBPOENA** **to Appear and/or Produce Records** 8 U.S.C. § 1225(d), 8 C.F.R. § 287.4
Subpoena Number	
2. In Reference To (Title of Proceeding) (File Number, if Applicable)	

By the service of this subpoena upon you, **YOU ARE HEREBY SUMMONED AND REQUIRED TO:**

(A) ☐ **APPEAR** before the U.S. Customs and Border Protection (CBP), U.S. Immigration and Customs Enforcement (ICE), or U.S. Citizenship and Immigration Services (USCIS) Official named in Block 3 at the place, date, and time specified, to testify and give information relating to the matter indicated in Block 2.

(B) ☒ **PRODUCE** the records (books, papers, or other documents) indicated in Block 4, to the CBP, ICE, or USCIS Official named in Block 3 at the place, date, and time specified.

Your testimony and/or production of the indicated records is required in connection with an investigation or inquiry relating to the enforcement of U.S. immigration laws. Failure to comply with this subpoena may subject you to an order of contempt by a federal District Court, as provided by 8 U.S.C. § 1225(d)(4)(B).

3. (A) CBP, ICE or USCIS Official before whom you are required to appear Name Title Address Telephone Number	(B) Date (C) Time ☒ a.m. ☐ p.m.
4. Records required to be produced for inspection	

SAMPLE

If you have any questions regarding this subpoena, contact the CBP, ICE, or USCIS Official identified in Block 3.

5. Authorized Official

(Signature)

(Printed Name)

(Title)

(Date)

DHS Form I-138 (6/09)

Appendix F

Federal Judicial Subpoena

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____)
Plaintiff)
v.) Civil Action No.
_____)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To:

_____
(Name of person to whom this subpoena is directed)

❒ *Production:* **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

❒ *Inspection of Premises:* **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

SAMPLE

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

_____ _____
Signature of Clerk or Deputy Clerk *Attorney's signature*

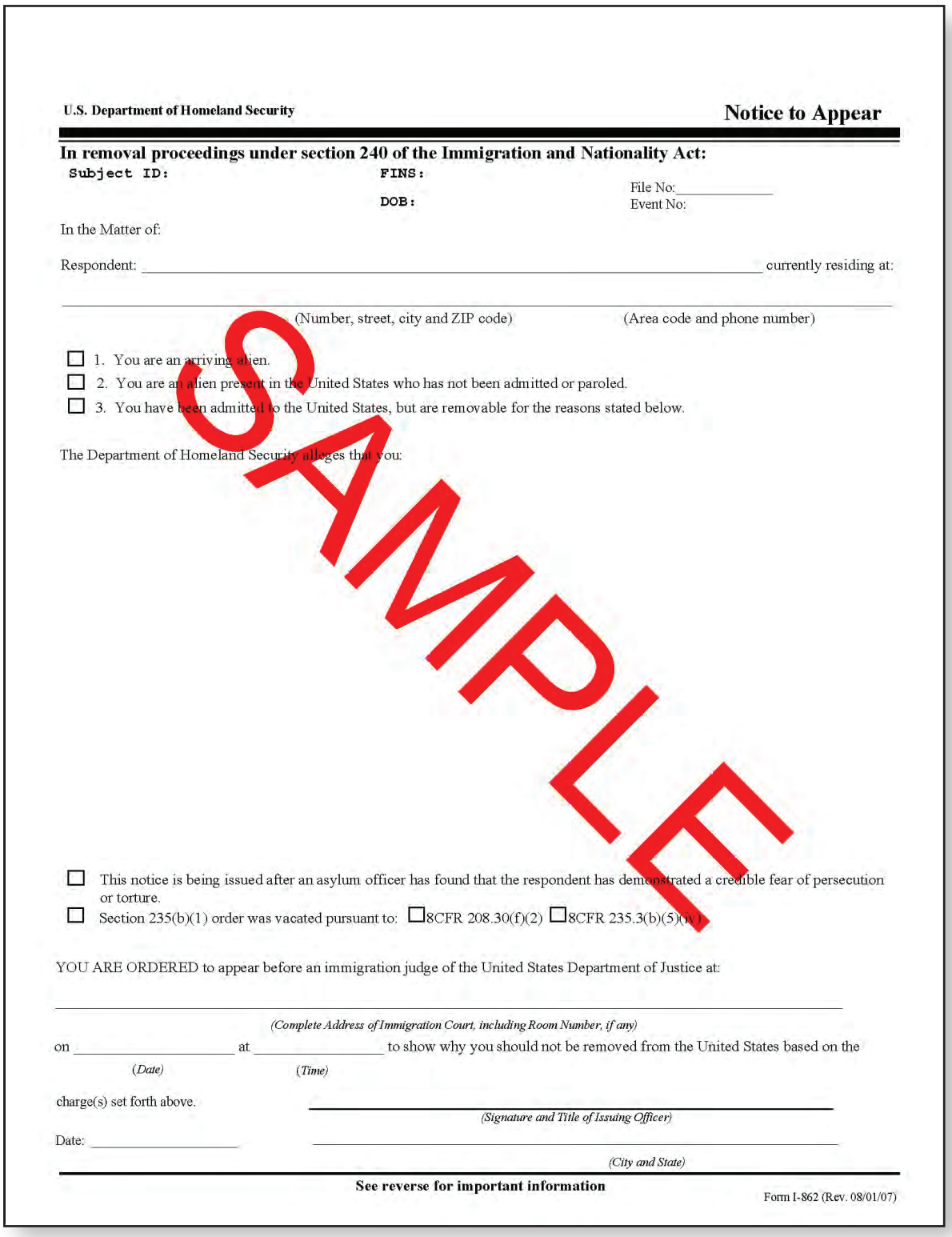
The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* _____
_____ , who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Appendix G

Notice to Appear (Form I-862)



U.S. Department of Homeland Security

Notice to Appear

In removal proceedings under section 240 of the Immigration and Nationality Act:

Subject ID: FINS:

DOB:

File No:_____
Event No:

In the Matter of:

Respondent: _____ currently residing at:

_____
(Number, street, city and ZIP code) (Area code and phone number)

☐ 1. You are an arriving alien.
☐ 2. You are an alien present in the United States who has not been admitted or paroled.
☐ 3. You have been admitted to the United States, but are removable for the reasons stated below.

The Department of Homeland Security alleges that you:

SAMPLE

☐ This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution or torture.
☐ Section 235(b)(1) order was vacated pursuant to: ☐8CFR 208.30(f)(2) ☐8CFR 235.3(b)(5)(iv)

YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at:

_____
(Complete Address of Immigration Court, including Room Number, if any)

on _____ at _____ to show why you should not be removed from the United States based on the
(Date) *(Time)*

charge(s) set forth above.

_____
(Signature and Title of Issuing Officer)

Date: _____

_____
(City and State)

See reverse for important information

Form I-862 (Rev. 08/01/07)

Appendix H

Overview of Federal/State Confidentiality Laws for Early Childhood Education and Child Care Providers

Children's education and other records are generally protected under federal and/or state laws. depending on whether the early childhood education (ECE) or child care provider is: (1) operated by a local educational agency (LEA); (2) is licensed by the California Department of Social Services (CDSS); (3) is a "California State Preschool Program" (CSPP) (licensed or license-exempt); and/or (4) receives federal funding from the U.S. Department of Education to provide educational services.

This overview is not legal advice. It is based on law current as of April 1, 2026, which may change. It is intended to explain the confidentiality laws most relevant to immigration enforcement, but it may not cover all applicable laws. For example, other laws protect children's medical records or records related to employee background checks.

Independent of these confidentiality laws, Article I, section I of the California Constitution generally protects a person's inalienable right to privacy, including a person's personally identifying information.

If you are licensed by CDSS as a child care facility:

- **All licensed facilities:**
  - California Code of Regulations, title 22, § 101221, subd. (c): ("All information and records obtained from or regarding children **shall be confidential**. (1) The licensee shall be responsible for safeguarding the confidentiality of record contents. (2) Except as specified in (d) below [which pertains to CDSS audits], **or as otherwise authorized by law**, the licensee and all employees shall not reveal or make available confidential information.")
- **Title 5 Child Care and Development Programs (including voucher programs):**
  - California Code of Regulations, title 5, § 18117, subdivision (a): ("The use or disclosure of all information held by the contractor pertaining to the child and his/her family **shall be restricted to purposes directly connected with the administration of the program**.")
- **Facilities that receive federal funding from the U.S. Department of Education:** Family Educational Rights and Privacy Act (FERPA) may apply, see below.

If you receive federal funding from the U.S. Department of Education to provide educational services to students:

- Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) likely applies. (See 34 C.F.R. § 99.1 for the rules on who FERPA applies to.) FERPA permits you to disclose educational records without parental consent **only** if presented with, among other exceptions not relevant to immigration enforcement, **a lawfully issued subpoena or court order**. Even then, you must notify the parent or eligible student per FERPA's regulations, 34 C.F.R. § 99.31(a)(9)(ii) (agency must make "a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek protective action" subject to limited

circumstances (e.g., the document says you cannot notify).) FERPA does not define what type of subpoena must be used, beyond that it is lawfully issued. If you are presented with a subpoena, it is best practice to consult with legal counsel.

If you are operated by a local educational agency:

- California Education Code § 234.7: To the extent practicable, you cannot disclose the education records or any information about a pupil or their family and household without parent/guardian's written consent unless you are presented with **a valid judicial warrant or judicial subpoena, or court order**. Even when presented with these, you must notify the parent/guardian according to the procedures in the federal Family Educational Rights and Privacy Act (FERPA), which requires notification unless the document specifically tells you not to or in other limited circumstances. (Ed. Code, § 234.7, subd. (b), citing FERPA's regulations, 34 C.F.R. § 99.31(a)(9)(ii).)
- FERPA also applies: See above.

If you are a California State Preschool Program (CSPP) (licensed or license-exempt):

- **All CSPP programs:**
  - California Code of Regulations, title 5, § 17732: ("[T]he use or disclosure of all information held by the contractor pertaining to the child and the child's family shall be **restricted to purposes directly connected with the administration of the program or as otherwise permitted by law**.")
- **License-exempt CSPPS:** The rules for local educational agencies, including FERPA, apply as well; see above.

If you have employees, these rules apply:

- **All facilities that have employees:**
  - California Government Code, § 7285.2, subd. (a):

"(1) Except as otherwise required by federal law, and except as provided in paragraph (2), an employer, or a person acting on behalf of the employer, **shall not provide voluntary consent** to an immigration enforcement agent to access, review, or obtain the employer's employee records **without a subpoena or judicial warrant**. This section does not prohibit an employer, or person acting on behalf of an employer, from challenging the validity of a subpoena or judicial warrant in a federal district court.

(2) This subdivision shall not apply to I-9 Employment Eligibility Verification forms and other documents for which a Notice of Inspection has been provided to the employer."

- **For LEA-operated programs only:**
  - California Education Code, § 234.7: Unless not practicable, you cannot disclose any information about a school employee or teacher unless you are presented with **a valid judicial warrant or judicial subpoena, or court order**.

If you are a program operated by or on a college or university campus:

- California Education Code, § 66093.3: This statute covers requirements for notifying students, faculty, and staff regarding requests for information or access for immigration enforcement purposes. These are mandatory for most colleges (those operated by the Trustee of the California State University (CSU), the governing board of each community college district, or a qualifying independent institution of higher education under California Education Code section 69432.7) and requested of the Regents of the University of California. Please consult legal counsel regarding these requirements.
- FERPA: also may apply to programs operated by colleges and universities; see above.

Appendix I

Know Your Rights: A Guide for Families with Children in Early Education or Child Care Programs Regarding Immigration Enforcement Actions (April 2026)

You have a right to privacy

- You never need to provide citizenship or immigration status to enroll your child in daycare, preschool, or early education.
- You never need to provide a social security number, or part of a social security number.
- Child care and early education providers must generally keep children's information private, unless required or authorized to share it by law, or if the request for disclosure is directly connected with the administration of the program.
- Local educational agencies should not, to the extent practicable, respond to any requests for information regarding a child or family for immigration enforcement purposes, unless presented with a court order, judicial warrant or judicial subpoena.
- To prove eligibility for programs based on **income** or **need for services**, you do not need to have your employer contacted if you are concerned that would negatively affect your employment. Instead, you can state your concern under penalty of perjury.

You have a right to know

- Licensed child care facilities must report to you any incident that affects your child's safety or wellbeing. This might include requests for your child's information or immigration enforcement activities that happen when your child is present.

You have a right to decide what happens to your child if you cannot pick them up

- If you are detained by immigration enforcement or otherwise cannot pick up your child, your child care provider must use the emergency contact information you have provided to release your child to a safe adult.
- You can update your child's emergency contact information, including secondary contacts, to make sure it's current.
- You can complete a Caregiver's Authorization Affidavit or a Petition for Appointment of Joint Guardian of the Person to give a trusted adult the authority to make educational and medical decisions for your child if you are unavailable.

You have a right to a safe environment for your child

- Child care facilities that have employees and local educational agencies as employers are not allowed to consent to immigration enforcement agents accessing nonpublic (private) areas of the facility, unless presented with a judicial warrant.
- Local educational agencies are not allowed to consent to immigration enforcement agents accessing nonpublic (private) areas of a schoolsite, unless presented with a valid judicial warrant, judicial subpoena, or a court order, or unless required by state or federal law or required to administer a state or federally supported educational program.

Appendix J

Quick Reference Best Practices Checklists for ECE and Child Care Providers on Immigration Enforcement (April 2026)

Note: The checklists below are a guide for early childhood education (ECE) and child care providers on how to respond to immigration enforcement. ***These checklists are not legal advice and are not intended to be comprehensive lists of all your legal obligations.*** *The checklists are intended as "best practices" to help you follow the law, keep children and staff safe, and limit cooperation with immigration enforcement. However,* following these exact steps is not required *as long as you follow the laws addressed in this guide. For California State Preschool Programs (CSPPs), any steps that appear in the required model policies are mandatory.*

See the full guide at oag.ca.gov/system/files/media/guidance-model-policies-public.pdf *for more information. ECE and child care programs operated by colleges or universities or by local educational agencies (LEAs) like school districts or charter schools may have additional steps to follow.*

Checklist 1: What do we do if an immigration enforcement agent asks to enter our facility or asks for information about a child or employee?

For more information on the items in Checklist 1, see Chapters 2 and 3 of this guide.

1. **Focus on keeping yourself and others safe.**
2. If it feels safe enough to do so, record everything that happens, either by writing or by phone if feasible.
3. Tell the person in charge at your facility as soon as possible (if your facility has designated an administrator to handle immigration enforcement, contact that person).
4. **What to say to the immigration enforcement agent:**
    - ✓ Tell the immigration agent that you cannot consent (agree) to their request without hearing from your designated administrator.
    - ✓ Ask the agent for his/her reason for being on the ECE or child care facility premises and write it down.
    - ✓ Ask to see the agent's credentials (name and badge number), and the phone number of his/her supervisor. Take a picture or write it down.
    - ✓ Ask the agent to show you any documents that they allege give them authority to enter the facility or request documents. Take a picture or make a copy of all documents they provide.
    - ✓ If your facility is a business with employees, then **you may not consent to an immigration enforcement agent entering any nonpublic areas of the workplace unless presented with a judicial warrant,** and except as otherwise required by federal law**.** (See pages 20-24 of this guidance).
5. The agent may state that there are **exigent (urgent) circumstances** that give them authority to enter even without a warrant (see page 21 of this guidance). Do not interfere. You can repeat that you do not consent and then document the exigent circumstances they allege allow entry.

6. **If there are no exigent circumstances, read the agent's documentation to decide how to respond**. (See Appendices B-G for examples of these documents). If the agent has:

   - ✓ **an ICE (Immigrations and Customs Enforcement) administrative warrant to enter or ICE subpoena to access production of documents or other evidence:** tell the agent that you cannot consent (agree) without first consulting with a lawyer. (These are not signed by a judge and do not require you to let them in.)
   - ✓ **a federal judicial warrant** (either a search-and-seizure warrant or arrest warrant): Quick cooperation is usually required by law. If possible, consult with a lawyer or designated administrator before giving the officer access to the person or materials listed in the warrant to make sure you understand the scope of the warrant.
   - ✓ **a subpoena for production of documents or other evidence**: Responding immediately is not required. Bring the subpoena to a lawyer or other designated administrator to decide how to proceed.
   - ✓ **I-9 Notice of Inspection:** Federal agents may seek to inspect your employee records using a Notice of Inspection, which will be provided to you at least three days prior to an inspection of your Form I-9, Employment Eligibility Verification for employees.

7. **If the agent wants to interview or remove children, contact their parents or authorized representative as soon as possible** (unless a judicial warrant, judicial subpoena, or court order specifically states that you may not).
8. **Even if the agent's actions appear to be unlawful** or exceed their authority under the documents provided, **do not physically impede them**. Continue to state that you do not consent and continue to record the encounter or take notes.
9. If possible and safe, stay with the agent at all times while they are at your facility.
10. **Take notes** on everything that happens as it is happening if possible or as soon as possible afterwards if not. Include in your notes:

    - ✓ A list or copy of the agent's credentials and contact information (if you are unable to get the agent's name and contact information, note their physical description as best you can);
    - ✓ The names of all staff who communicated with the agent;
    - ✓ Details of the agent's request;
    - ✓ Whether the agent presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
    - ✓ Your response to the agent's request;
    - ✓ Any further action taken by the agent;
    - ✓ The time and duration of the interaction; and
    - ✓ Photo or copy of any documents presented by the agent.

What if the agent is requesting documents or information?

1. Follow the same steps above on what to say to agents, how to understand the documents they present, and how to document what happens.

2. You generally do not have to hand over documents right away, unless the agent presents a judicial warrant, judicial subpoena, or court order that says in writing that you have to comply immediately. Get the agents' name, contact information, and what agency they are with, and, when possible, bring their request to a lawyer.
3. To determine whether you are required to hand over documents:

   ✓ **For children's records:**

   - **Children's records must be kept confidential**. Different ECE and child care facilities are subject to different confidentiality laws that prevent you from sharing children's records with unauthorized parties. See Appendix H to know what laws apply to you. In general, you should not share children's records unless required or authorized to do so.
   - Unless the document presented by the agent says that you must keep it secret, **tell parents or authorized caregiver if an immigration enforcement agent requests information about their children** and provide them with any related documents. For ECE and child care providers subject to FERPA, trying to notify parents is required by law, and it is a best practice for all providers. (See page 16 of this guidance.)

   ✓ **For employee records:**

   - Under California law, you cannot consent to an immigration enforcement agent to access, review, or obtain employee records without a subpoena or judicial warrant. This does not apply to I-9 Employment Eligibility Verification forms and other documents that are requested in a Notice of Inspection issued under federal law. See Appendix H for details.

What do we do after immigration enforcement agents leave?

- If you have not already taken notes on what happened, write it down as soon as possible (see above on what to include in your notes).
- If you have not already, tell designated administrators what happened and, if possible, consult a lawyer. Give them your notes and any related video or audio footage or documents left by the agents.
- **If you are a licensed child care facility:**
  - You must report immigration enforcement activity to the Attorney General and to CDSS (insert portal).
  - If children were present and the event was an unusual incident that threatened their health and safety, you must report it both to CDSS and to the affected children's parents or authorized caregiver (unless prevented by a judicial warrant, judicial subpoena, or court order) (see page 23 of this guidance).
- **If you are a license-exempt California State Preschool Program (CSPP)**
  - **You are encouraged** to submit a report to the California Department of Education and the Attorney General at oag.ca.gov/ab495/reporting.
  - **You are encouraged to notify all families with children under your care** (note that because license-exempt CSPPs are subject to FERPA, attempting to notify families regarding requests for information from their children's education records is required; see page 15 of this guidance).

- **If your facility is operated by a local educational agency (LEA)**:
  - An LEA official (e.g., superintendent of a school district or county office of education, or the principal of a charter school) must submit a timely report to their governing board or body regarding any requests for information or access to a schoolsite by an officer or employee of a law enforcement agency enforcing immigration laws. Reporting must ensure the confidentiality and privacy of any potentially identifying information.

Checklist 2: What do we do if a child's family member is detained or deported?

- If a parent or authorized representative is detained or otherwise unavailable and no one comes to pick up a child from child care or preschool, **use the child's emergency contact information** to release them to a safe adult.
- Continue going down the list of emergency contacts until you find someone available.
- **If the ECE or child care facility is operated by a local education agency, do not contact a child protective services agency** based on the absence of a caretaker unless substitute care cannot be arranged for the child through the emergency contact information, or through other information provided by the parent or guardian.
- **This is best practice for all ECE and child care providers.**
- See the Resources document at Appendix L for ideas on ways to support families.

Checklist 3: Preparing in Advance: Steps to Make Your Facility Safe for All Children, Regardless of Immigration Status

Note: Read the "Policy Recommendations and Best Practices" at the end of each chapter of this guidance for more information on these steps. ***These steps are optional*** *unless otherwise noted below. For CSPPs,* ***any steps that also appear in the required model policies are mandatory****.*

1. **Encourage families to update emergency contact information regularly.** Ask families to verify emergency contact information to make sure the names and phone numbers are up to date and consider doing so every six months. Ask families to provide as many alternative contacts as they wish**.** (Asking families to review and update emergency contact info is required by law.)
2. **Never ask for information about a child or family's citizenship or immigration status** (unless it is required by law or to administer a state or federally supported educational program that specifically requires it). (This step is required by law**.**)
3. **Do not collect unnecessary information,** especially if it might be sensitive for immigration enforcement, and do not keep children's records longer than is required by law.
4. **Decide how you will handle sensitive student information**. When possible, put your policies and procedures in writing and train other staff involved in collecting or maintaining student information on your policies and procedures.
5. **Designate an administrator** as the person to handle any requests for information or talk to immigration enforcement agents if they show up. The designated staff member should become familiar with the documents that agents might present, such as judicial and administrative warrants, subpoenas, and court orders (see Appendices B-G). You can also consider designating one or more staff members to help train other staff and help provide non-legal advice to families.

6. **Make a plan for responding to immigration enforcement.** Use the checklists in this guide to make a plan for your facility to respond if immigration enforcement agents visit. **Print it out** to keep it handy in case you need to use it.
7. **Train staff and consider practicing your plan** with staff so that you and your employees feel prepared to respond if immigration enforcement agents come to your facility. Like a fire drill, rehearsing your plan will help ensure everyone stays calm and understands what to do
8. **Know the difference between ICE administrative warrants and judicial warrants.** An ICE administrative warrant **does not** allow an immigration agent or other law enforcement officer to enter or to search any area they could not otherwise enter as a member of the public.
9. **Determine which parts of your ECE or child care facility are public and which parts are nonpublic, and label them.** Nonpublic spaces generally have greater protection from warrantless searches, although this is not always guaranteed. A nonpublic area is one that the general public is not normally free to enter or access. **Consider posting signs** stating something like "This is Non-Public Space, No Entry Without Authorization," to make it clear which areas of your facility are nonpublic. See page 22-23 of this guidance.)
10. **Create a visitor policy.** This policy must apply equally to **all** visitors (it should not apply differently to immigration enforcement agents). Include in your policy which areas of the facility are public and which are nonpublic, and what the rules are for nonpublic spaces. For example, you might restrict access to nonpublic areas only to the children and families you serve, your staff, and authorized guests such as prospective families touring the facility. Your visitor policy might state that no visitor is permitted to enter or remain on the ECE facility's premises during open hours without registering with a designated person, absent exigent circumstances or a judicial warrant or court order requiring immediate entry.
11. **Post your visitor policy** near the entrance of your facility, make sure your staff understands it, and share it with families.
12. **Encourage family preparedness.** Encourage families to attend community "Know Your Rights" trainings and update their emergency contacts on a regular basis. Consider helping families create a Family Safety Plan (see page 33 of this guidance).

Appendix K

New Rules for ECE Providers Regarding Immigration Enforcement: *Requirements at a Glance* (April 2026)

Rules	Licensed child care facilities	Unlicensed California State Preschool Programs	All California State Preschool Programs
Adopt model policies	Optional	Required	Required
Adopt policy recommendations and best practices	Optional	Optional	Optional
Request families update emergency contact info	Required	Required	Required
Do not collect immigration status unless required	Required	Required	Required
Report immigration enforcement activity	Required to report to CDSS and Attorney General	Optional to report to CDE and Attorney General	Licensed only: Required to report to CDSS and Attorney General
Tell families how to access model policies	Required	Required	Required
Use emergency contact info to release child to trusted adult if parent is unavailable	Required	Required	Required

Appendix L

Quick Reference: Resources for ECE and Child Care Providers Regarding Immigration Enforcement Actions (April 2026)

Below is a collection of resources that may be useful, including from governmental and non-governmental organizations. The California Department of Justice provides resources from other entities for informational purposes only and does not independently verify the content provided in those resources.

California Department of Justice Resources

- Model policies for promoting safe and secure learning environments.
  - *Promoting a Safe and Secure Learning Environment for All (K-12)*
  - *Promoting a Safe and Secure Campus for All (Higher Education)*
- Know Your Immigration Rights
- Know Your Immigration Rights and Protections Under the Law - Consumer Alert (English | Español | العربية | Հայերեն | 简体中文 | हिन्दी | 日本語 | 한국어 | فارسی | ਪੰਜਾਬੀ | Русский | Tagalog | Tiếng Việt)
- The California Department of Justice and California Department of Industrial Relations provides answers to frequently asked questions about the Immigrant Worker Protection Act (Assembly Bill 450). This guidance is applicable to all public and private employers and discusses requests from immigration enforcement agents to enter the employer's place of business or requests to access employee records.

General Resources

- California Courts' Self Help Guide provides resources for families to make family preparedness plans and guidance for essential documents in case of the deportation of a family member and parent separation from their child.
- For urgent assistance, find your local California Rapid Response hotline.
- The Child Care Law Center (CCLC) is a legal support center that works in partnership with families and child care providers throughout California. They lead trainings for child care providers and families and publish a wide variety of multilingual resources explaining the rights of child care providers and families in California.
  - Resources for Immigrant Families, Child Care Providers, and Caregivers
  - Know Your Rights – Immigration
- The National Education Association published a comprehensive Guidance on Immigration Issues.

Policy Development Resources

- The Center for Law and Social Policy published *A Guide to Creating "Safe Space" Policies for Early Childhood Programs* (English|Español) that includes an overview of the purpose of "Safe Space" policies, a template "Safe Space" policy, and key resources for parents and providers.
- Public Counsel provides resources, including frequently asked questions about nonprofit and small business rights with respect to immigration enforcement interactions.

Know Your Rights Resources

- The Immigrant Legal Resource Center provides a comprehensive "Know Your Rights" toolkit including information and resources for creating Family Preparedness Plans, Know Your Rights tutorials, creating Red Cards, and contact information for Rapid Response Networks in California and nonprofit legal service providers.
- The American Civil Liberties Union (ACLU) provides guidance for constitutional protections guaranteed for individuals regardless of immigration status and scenario-specific advice for common immigration legal and enforcement situations. (English | Español | العربية | 简体中文 | Kreyòl Ayisyen | فارسی | Français | हिन्दी | Bahasa Indonesia | 한국어 | Português | Soomaali | Tagalog | اردو | Tiếng Việt)
- The ACLU provides specific information about constitutional rights with respect to U.S. Immigration and Customs Enforcement interactions (English|Español).
- The ACLU provides specific guidance for rights individuals have in border zones and for individuals who live within 100 miles of the U.S. border.
- The Immigrant Legal Resource Center provides guidance for making Red Cards that provide examples of how people can exercise their rights related to immigration enforcement.

Resources for Interactions with Immigration Enforcement Agents

- The ACLU provides specific information about constitutional rights if stopped by a U.S. Immigration and Customs Enforcement agent. (English | Español | العربية | فارسی | اردو)
- The National Immigration Law Center provides scenario-specific guidance for instances when an individual is arrested or detained by immigration enforcement.
- The Witness Media Lab provides guidance for rights and considerations when filming the police in the United States.
- Report discrimination, harassment, or retaliation from U.S. Immigration and Customs Enforcement agents at the California Attorney General's Office or the California Civil Rights Department.

Resources for Locating Individuals in Detention

- To locate an individual in U.S. Immigration and Customs Enforcement custody, use the Online Detainee Locator System.
- The National Immigration Law Center provides resources, including How to Find a Loved One After a U.S. Immigration Arrest.

Know Your Rights Resources for Child Care Programs & Families

- Child Care Providers United Training Fund provides extensive information on Frequently Asked Questions (FAQ) on Child Care Provider Rights with Respect to Immigration Enforcement.
- The Center for Law and Social Policy and National Immigration Law Center hosted an online event sharing information about the policy context surrounding the rights of families of young children of immigrants, child care workforce, and protected areas titled "Protecting Immigrant Families' Access to Early Childhood Programs."(English | Español). The speakers also outline steps to create a safe space policy for early childhood programs.
- First 5 California hosted a discussion providing insights into immigration regulations and providing guidance for families seeking to understand their rights.
- The National Immigration Law Center provides a comprehensive toolkit for protecting immigrant families facing deportation.

Workforce Preparation Resources

- Legal Aid at Work provides information about rights for employers and employees relating to I-9 audits. This is when federal immigration officials review an employer's I-9 forms to make sure they are accurate, and all employees have work authorization.
- Public Counsel provides guidance answering frequently asked questions regarding nonprofit and small business rights with respect to immigration enforcement.

Resources for Employers

- The National Immigration Law Center provides a guide with practical advice for addressing immigration-related actions in the workplace for employers.
  English | Español | 简体中文 | 한국어 | ไทย
- Public Counsel shares answers to frequently asked questions about work authorization for employers.

Resources for Employees

- The California Labor Commissioner provides the template notice required by California Labor Code section 90.2 relating to notice to employees of I-9 inspections.
  English | Español | 繁體中文 | 한국어 | Tagalog | Tiếng Việt
- Legal Aid At Work provides a general guide to the employment rights of workers.
- Legal Aid At Work provides guidance for employees with specific information about workplace enforcement actions. (English | Español | 简体中文)
- The National Employment Law Project and National Immigration Law Center shares a comprehensive step-by-step and preparation guide for workers during workplace enforcement actions. (English | Español)
- Legal Aid At Work provides scenario-specific guidance for I-9 audits.
- Legal Aid At Work shares guidance for workers applying for California disability insurance and paid family. (English | Español | 简体中文)

Resources for Supporting Family Trauma and Community Stress

- All In for Safe Schools provides a toolkit for creating safe and inclusive spaces in early care and education for children in immigrant families. This resource shares strategies for creating Safe Zones, engaging families, and implementing Trauma-Informed Practices. (English | Español | العربية | 繁體中文 | فارسی | ਪੰਜਾਬੀ | Tagalog | Tiếng Việt).
    - All in for Safe Schools by The Children's Partnership provides additional resources related to infant and child mental health.
- The American Federation of Teachers (AFT) recommends 15 ways to protect immigrant and refugee children including providing a safe place for students if a family member has been detained, providing counseling to students, and identifying immigration resource advocates at your school. Additionally, AFT recommends informing students and families of their rights, partnering with pro bono attorneys, and working with parents to develop emergency plans.
- Sesame Workshop provides Care, Cope, Connect Provider Workshops which share strategies for speaking with children through difficult topics and traumatic experiences based on age of the children from 0 to 6 years of age.
- United We Dream provides guidance for developing psychotherapy strategies to foster resilience and prevent trauma among immigrants.
- Informed Immigrant, an organization that aims to meet the urgent and ever-changing needs of the immigrant community, provides resources related to supporting immigrant students' mental health.
- Immigrant Rising facilitates Wellness Support Groups for students designed to support immigrant students in postsecondary education.
- Wellpoint Care Network provides guidance for talking to children about deportation and immigration.

Resources for Creating a Childcare Safety Plan

- It is recommended that families complete a free 4-page Childcare Safety Plan (CSP). Childcare Safety Plan Coalition provides step-by-step instructions for filling out a California Childcare Safety Plan (CSP) in English and Spanish. This Family Emergency Plan is intended to provide protection for children if a parent is not able to be with their child.
- Public Counsel provides the workbook "Creating a Family Plan: A Workbook for Immigrant Parents" with recommended steps based on families' long-term goals.
- The Immigrant Legal Resource Center provides step-by-step guidance for families creating a Family Preparedness Plan.

Finding a Family Law Attorney

Statewide Family Law & Guardianship Support Resources

- Every court in California has a Family Law Facilitator, a lawyer who works for the Superior Court who assists with family law issues for free. These facilitators may not represent individuals, but they can assist by explaining how to fill out court forms and directing individuals to alternate resources including lawyer referrals, legal aid clinics, and self-help law centers.

- Legal Aid organizations throughout California provide assistance with family law cases for individuals who meet income and case requirements. Determine if your case qualifies and find offices in your region.

Regional Family Law & Guardianship Support Resources.

- Capital Pro Bono is based out of Sacramento but provides remote assistance to clients throughout Northern California. Capital Pro Bono provides free legal assistance in family law and guardianship cases.
- Legal Services for Children (LSC) attorneys provide free representation for youth in the San Francisco Bay Area in guardianship, immigration, foster care, and school discipline matters.
- Central California Legal Services offers free legal services related to guardianship and immigration law to individuals who meet income eligibility requirements.
- Community Legal Aid SoCal provides free family and immigration law support for eligible clients in Orange and Los Angeles Counties.
- Public Counsel operates a free guardianship clinic at the Stanley Mosk courthouse in downtown Los Angeles, provides family law help for families hoping to stay together, and has developed a parent workbook for families at risk of immigration-related separation.
- Families in Los Angeles County can contact the Alliance for Children's Rights at Legal Aid for Foster Families/Alliance for Children's Rights for assistance with legal guardianships.
- Caregivers in Los Angeles can also contact Bet Tzedek Legal Services for help with legal guardianship.

Finding an Immigration Attorney

- You can search for an immigration attorney through the American Immigration Lawyers Association (AILA) online directory.
- Find organizations that provide low-cost immigration legal assistance in your region at Immigration Advocates Network's National Immigration Legal Services Directory.
- Find an immigration attorney for legal advice through National Immigrant Law Center.
- Access Immigration LawHelp's National Immigrant Help Search online.
- The California Department of Social Services provides a list of immigration legal services free of charge in various categories.

June 22, 2026

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 26-16

The purpose of this Child Care Bulletin (CCB) is to provide guidance to counties and child care and development contractors regarding the revised family fee schedule for Fiscal Year (FY) 2026-27.

CDSS

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DIRECTOR

GAVIN NEWSOM
GOVERNOR

June 22, 2026

CHILD CARE BULLETIN (CCB) NO. 26-16

GUIDANCE TYPE: INFORMATIVE

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

SUBJECT: **REVISED FAMILY FEE SCHEDULE FOR FISCAL YEAR (FY) 2026-27**

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

REFERENCE: WELFARE AND INSTITUTIONS CODE (WIC) SECTION 10271(h); WIC SECTION 10271.5(c); WIC SECTION 10271.6(c); WIC SECTION 10290; WIC SECTION 10291; WIC SECTION 10351(b)(3)(B); WIC SECTION 10362(b); TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS (CCR) SECTION 18082.1; 5 CCR SECTION 18082.3(b); 5 CCR SECTION 18083.1; 5 CCR SECTION 18084; 5 CCR SECTION 18084.1; 5 CCR SECTION 18085.5; 5 CCR SECTION 18109; 5 CCR SECTION 18110(c); 5 CCR SECTION 18114; 5 CCR SECTION 18119; CHILD CARE BULLETIN (CCB) NO. 22-14; CCB NO. 23-22;

FAMILY MONTHLY FEE SCHEDULE FY 2026-27

Purpose

The purpose of this Child Care Bulletin (CCB) is to provide guidance to counties and child care and development contractors regarding the revised Family Fee Schedule that will become effective July 1, 2026.

Background

Welfare and Institutions Code (WIC) Section 10271.5(c) requires the Department of Finance (DOF) to update the State Median Income (SMI) annually. Under WIC Section 10290, the California Department of Social Services (CDSS) must establish a family fee schedule for families receiving child care and development services based on the most recent census data available on state median family income in the past 12 months, adjusted for family size, and subject to the approval of DOF. The family fee schedule differentiate between full-time care fees and part-time care fees, and that families be assessed a single flat monthly fee that is based on enrollment and not based on actual attendance. Assessment of the monthly fee is based on the following factors:

- Hours of certified family need for child care as documented on the application for services
- The family's adjusted monthly income
- Family size

In addition, WIC Section 10290 specifies the following;

- Family fees shall not be based on the cost of care or the amount of subsidy payment.

- Commencing October 1, 2023, both of the following apply:
    a. Family fees shall not exceed 1 percent of the family's adjusted monthly income, and
    b. A family with an adjusted monthly family income below 75 percent of the state median income shall not be charged or assessed a family fee.

- Family fees accrued but uncollected before October 1, 2023, may be forgiven and not collected.

- A child care provider paid with state child care subsidies shall not absorb a reduction in pay for the contracted child care space or voucher on account of a waiver of or reduction in family fees.

- The number of child care contracted spaces and vouchers shall not be reduced because of a reduction in the collection of family fees.

Guidance

Effective July 1, 2026, counties and child care and development contractors must use the FY 2026-27 Family Fee Schedule when assessing fees for the following CDSS programs:

- Alternative Payment Programs (CAPP)
- Migrant Alternative Payment Programs (CMAP)
- Migrant Child Care and Development Programs (CMIG)
- General Child Care and Development Programs (CCTR)
- Family Child Care Home Education Networks (CFCC)
- California Work Opportunity and Responsibility to Kids (CalWORKs) Stages One, Two (C2AP), and Three (C3AP)

Additionally, family fees must be assessed at the following times:

- At initial certification,
- At recertification, and
- When a family voluntarily reports a change that may reduce their family fees.

Family Fee Exemptions

The following are exempt from family fees as follows:

- Families with children who are receiving services pursuant to WIC 10271(b)(1), commonly referred to as Child Protective Services, may be exempt from paying a family fee for up to 24 months pursuant to WIC Section 10291(a).
- Families receiving CalWORKs cash aid pursuant to WIC Section 10291(b).
- Families enrolled in Children with Special Needs (CHAN) pursuant to 5 CCR Section 18110(d).
- Families eligible for child care based on “experiencing homelessness” are exempt from paying family fees in counties where approved policy flexibilities are in place to supersede state law. WIC Section 10351(b)(3)(B), WIC Section 10362(b)(3)(B).
- Effective October 1, 2023, a family with an updated monthly family income below 75 percent of the state median family income pursuant to WIC Section 10290(e)(2)(B).

Families who were certified based on an eligibility criterion other than income and who are not exempt from fees as described above are required to be assessed a family fee.

Families who are certified and eligible based on a criterion other than income, and whose incomes are higher than any income represented on the annual family fee schedule, shall be required to pay the highest fee rate on the chart for their family size.

Calculating Family Fees at Initial Certification

At initial certification, contractors must determine whether the family will be assessed a fee in accordance with 5 CCR Section 18109.

- For newly enrolled families, contractors will assess fees using the total monthly certified need as documented under 5 CCR Section 18085.5.
- When assessing family fees for families with income fluctuation as defined in 5 CCR 18078, pursuant to WIC Section 10271.6(c), contractors shall allow a family to choose to provide up to the 12 preceding months of income information as necessary for purposes of determining income eligibility or calculating a family fee. The adjusted monthly income shall be determined by averaging the total countable income from at least two months to determine the average adjusted monthly income for purposes of determining income eligibility or calculating a family fee.

When the initial enrollment is not on the first day of the month, the contractor must assess a fee based on the certified hours for the partial month and another fee for subsequent months based on the certified need as documented in the application for services. For example, a family works full-time, and their initial enrollment date is May 20. For the month of May, the family will utilize fewer than 90 hours. In this example, the family will be assessed a part-time fee for May and a full-time fee for each subsequent month of service.

Recalculating Family Fees at Recertification

Pursuant to WIC Section 10290(g) families will have their family fees reassessed during the recertification process. Except as provided in paragraphs (3) – (5) of WIC Section 10271(h), upon establishing initial or ongoing eligibility for services, a family shall considered to meet all eligibility and need requirements for those services for not less than every 24 months and shall receive those services for not less than 24 months after having their eligibility or need recertified.

Contractors must continue to assess fees for families with a predictable schedule using the total monthly certified need as documented in accordance with 5 CCR Section 18085.5.

For families with variable or unpredictable work schedules, the contractor must reassess family fees by using the documentation provided to identify the highest number of actual hours worked within any given week and use that as the basis for approving the certified schedule on the application for services. WIC Section 10271.6(c) allows families experiencing income fluctuation, as defined in 5 CCR 18078, to choose to provide up to the 12 preceding months of income information as necessary for the purposes of determining income eligibility or calculating family fees. The adjusted

monthly income shall be determined by averaging the total countable income from at least two months, as applicable based on the income provided, to determine the average adjusted monthly income for purposes of determining income eligibility or calculating a family fee.

A Notice of Action (NOA) must be issued upon recertification, which may include a change in the family fee. Changes in fees take effect as follows:

- If a decreased family fee is assessed, the fee will become effective on the first day of the month after the NOA is issued.
- If a new or increased family fee is assessed, the fee will become effective on the first day of the month after the time period to request an appeal has expired.
    - Families have an opportunity to appeal their family fee assessment within 14 calendar days of the date the NOA is issued, assuming it is hand delivered to the parent, or within 19 calendar days of issuance if served by mail.
    - If an appeal is filed, the new fee identified in the hearing decision will not be implemented until the first day of the month after the appeal process is exhausted. The reassessed fee must be collected monthly.
    - During the appeal process, families shall continue to receive child care services.

Although it is recommended that counties notify families when there is a change in family fees, this guidance on NOAs for family fees does not apply to CalWORKs Stage One program.

As a reminder, family fees cannot be increased for any reason during the eligibility period. Even if a family requests a reduction in services but the documentation provided would result in an increase in the family fee, the contractor must not increase the current family fee.

The CDSS Child Care and Development Division (CCDD) has updated the Child Care Family Fee Rate Calculator that can be used to calculate family fees during initial certification and recertification of families receiving subsidized child care.

Families Assessed a Family Fee Utilizing the FY 2026-27 Family Fee Schedule

For families who were assessed a family fee utilizing the FY 2026-27 Schedule, and the new family fee schedule yields a lesser amount, contractors shall decrease the family's fee and issue a NOA. For families whose fees would increase due to the new schedule, no changes should be made to their fee assessment until the family is recertified. When the fees increase due to recertification, a NOA shall be issued pursuant to 5 CCR Section 18119.

Contractor Policies on Family Fee Collection

Contractors are reminded that 5 CCR 18114 requires contractors to have policies in place that, among other things, clearly communicate to parents the due date for payment of fees to ensure collection of fees in advance of providing services, delinquent fees processes, and required notifications due to fee collection. This section does not apply to CalWORKs Stage One Child Care.

For fiscal-related questions, please email the Child Development Fiscal Services inbox at ChildDevelopmentFiscal@dss.ca.gov. If you have questions or need additional guidance regarding the information in this letter, please contact your Program Quality Improvement (PQI) Consultant.

Sincerely,

Original Document Signed By

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

June 29, 2026

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 26-17

The purpose of this Child Care Bulletin (CCB) is to notify counties and child care and development contractors of the revised Schedule of Income Ceilings and Income Ranking Table to be used to determine a family's income eligibility for state-subsidized child care and development programs for Fiscal Year (FY) 2026-27.

CDSS

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

JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

June 29, 2026

CHILD CARE BULLETIN (CCB) NO. 26-17

GUIDANCE TYPE: **DIRECTIVE**

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

SUBJECT: **REVISED STATE MEDIAN INCOME (SMI) CEILINGS AND INCOME RANKING TABLE FOR FISCAL YEAR (FY) 2026-27**

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

REFERENCE: ASSEMBLY BILL (AB) 321 (CHAPTER 903, STATUTES OF 2022); WELFARE AND INSTITUTIONS CODE (WIC) SECTIONS 10271 (a)(1)(A); WIC SECTION 10271(b); WIC SECTION 10271(b)(1); WIC SECTION 10271(b)(2); WIC SECTION 10271.5(c); WIC SECTION 10271.5; TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS (5 CCR) SECTION 18078(a); 5 CCR SECTION 18081; 5 CCR SECTION 18084(c); 5 CCR SECTION 18092; TITLE 45 OF THE CODE OF FEDERAL REGULATIONS (CFR) SECTION 96.85; CHILD CARE BULLETIN (CCB) NO. 23-04;

CCB NO. 23-06; CCB NO. 23-16; FISCAL YEAR (FY) 2026-27 INCOME RANKING TABLE

Purpose

The purpose of this Child Care Bulletin (CCB) is to notify child care and development contractors of the revised Schedule of Income Ceilings reflecting the State Median Income (SMI) and Income Ranking Table for Fiscal Year (FY) 2026-27. The updated Schedule of Income Ceilings is applicable to all direct service and voucher-based child care and development contracts administered by the California Department of Social Services (CDSS). The updated Schedule of Income Ceilings is used to determine a family's income eligibility for state subsidized child care and development programs for FY 2026-27. The updated Income Ranking Table is used to determine an income-eligible family's priority for enrollment in a state subsidized child care and development program for FY 2026-27.

Background

In accordance with WIC Section 10271.5(c), the California Department of Finance annually recalculates the SMI based on the most recent census data and, pursuant to a specified formula, provides updated data to CDSS.

Guidance

Schedule of Income Ceilings
The following Schedule of Income Ceilings must be used in determining income eligibility for families initially certified or recertified on or after July 1, 2026. For more information regarding eligibility priorities, see WIC Section 10271(b).

State Fiscal Year 2026-27 Schedule of Income Ceilings (85 percent of SMI)

Family Size	Family Monthly Income	Family Annual Income
1-2	$7,119	$85,434
3	$8,054	$96,652
4	$9,636	$115,637
5	$11,178	$134,139
6	$12,720	$152,641
7	$13,009	$156,110
8	$13,298	$159,580
9	$13,587	$163,049

State Fiscal Year 2026-27 Schedule of Income Ceilings (85 percent of SMI)

Family Size	Family Monthly Income	Family Annual Income
10	$13,876	$166,518
11	$14,166	$169,987
12	$14,455	$173,456

Source: 2024 American Community Survey (ACS) Public Use Microdata Sample File

Note: SMI ceilings are calculated by multiplying the SMI for a family of four by the ratio for the appropriate family size used in the federal Low-Income Home Energy Assistance Program and specified in paragraphs (5), (6), and (7) of subdivision (b) of Title 45 of the Code of Federal Regulations (CFR) Section 96.85. For purposes of determining initial and ongoing income eligibility, WIC Section 10271.5 defines "income eligible" as when a family's adjusted monthly income is at or below 85 percent of the SMI, adjusted for family size. Please see 5 CCR Section 18078(a) for the definition of "adjusted monthly income".

Existing Enrollment and Priority Policy

The CDSS requires the use of an Income Ranking Table to determine enrollment priorities for income-eligible families. Contractors are required to enroll families into child care and development programs in priority order. WIC section 10271(b)(1) states, in pertinent part, "first priority shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency."

WIC Section 10271(b)(2) states that the second priority for enrollment is for income-eligible families, with families who have "the lowest gross monthly income in relation to family size" receiving the highest priority. This section further states that if "two or more families are in the same priority in relation to income, the family that has a child with exceptional needs shall be admitted first. If there is no family of the same priority in which the primary home language is a language other than English, the family of the same priority that has been on the waiting list for the longest time shall be admitted first." Determining the order of admission, grants of public assistance recipients shall be counted as income."

For contractors to identify families' home language for prioritization purposes, they must include a question on the waiting list application to determine if a family's home language is a language other than English. Contractors shall communicate with families in the language families are most comfortable speaking and use available resources, such as language translation services, to do so.

For families who are eligible based on having a member of their household who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants,

and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or CalWORKs, contractors must prioritize the family by the income declared on the application for the means-tested government program pursuant to WIC Section 10271(a)(1)(A) and CCB No. 23-04.

Income Ranking Table

Effective July 1, 2026, contractors must use the revised FY 2026-27 Income Ranking Table when determining enrollment priorities for families. The Income Ranking Table does not apply to CalWORKs Stages One, Two (C2AP) or Three (C3AP) child care programs.

If you have any questions or need additional guidance regarding the information in this letter, contact your assigned Child Care and Development Division (CCDD) PQI Branch Child Development Consultant.

Sincerely,

Original Document Signed By

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

July 13, 2026

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 26-18

The purpose of this Child Care Bulletin is to notify counties and child care and development contractors of the process for submitting an Emergency Closure Request Form.

CDSS

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

JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

July 13, 2026

CHILD CARE BULLETIN (CCB) NO. 26-18

GUIDANCE TYPE: DIRECTIVE

TO:	ALL EXECUTIVE AND PROGRAM DIRECTORS OF GENERAL CHILD CARE AND DEVELOPMENT (CCTR) MIGRANT CHILD CARE AND DEVELOPMENT (CMIG) FAMILY CHILD CARE HOME EDUCATION NETWORK (CFCC) CHILDREN WITH SEVERE DISABILITIES (CHAN)
SUBJECT:	EMERGENCY CLOSURE REQUEST
APPLICABLE PROGRAMS:	GENERALCHILD CARE AND DEVELOPMENT (CCTR) MIGRANT CHILD CARE AND DEVELOPMENT (CMIG) FAMILY CHILD CARE HOME EDUCATION NETWORK (CFCC) CHILDREN WITH SEVERE DISABILITIES (CHAN)
REFERENCE:	WELFARE AND INSTITUTIONS CODE (WIC) SECTIONS 10280(f); WIC SECTION 10286.5; WIC SECTION 10215; TITLE 5 OF THE CODE OF REGULATIONS (5 CCR) SECTION 18055; TITLE 22 OF THE CALIFORNIA CODE OF REGULATIONS (22 CCR) 10212(d); HEALTH AND SAFETY CODE SECTIONS (HSC) 1596.8535

Purpose

The purpose of this Child Care Bulletin (CCB) is to notify General Child Care and Development (CCTR), Migrant Child Care and Development (CMIG), Family Child Care Home Education Network (CFCC), and Children with Severe Disabilities (CHAN) contractors of the process for submitting an Emergency Closure Request Form.

Background

Beginning July 1, 2026, WIC 10280(f) requires that contracting agencies must be reimbursed the lesser of:

1. The maximum reimbursable amount stated in the contract.
2. Net reimbursable program costs.
3. The product of the adjusted child days of enrollment for certified children times the contract rate set forth in WIC 10280(f).

The above reimbursement requirements apply to programs that are open and operate in accordance with their approved program calendar and remain open and offering services throughout the program year.

Additionally, 5 CCR Section 18055 states that if the contractor fails to operate at least 98 percent of the minimum days of operation required in its contract, ceases operation, or the contract is terminated prior to the end of the contract period, the Maximum Reimbursable Amount will be reduced in proportion to the percentage of the required days not met.

WIC 10286.5 states that if operating agencies are unable to operate due to incomplete renovations authorized by administrating state agencies, or due to circumstances beyond the control of the operating agency, including earthquakes, floods, or fire, such programs shall not be penalized for incurred program expenses nor in subsequent annual budget allocations. Additionally, WIC 10215 establishes that contractual requirements may be waived in the event of a state of emergency declared by the Governor.

Contractors shall promptly notify their assigned California Department of Social Services (CDSS), Child Care and Development Division (CCDD), Program Quality Improvement (PQI) Consultant of any closures impacting services.

Contractors with a licensed child care facility under the jurisdiction of Community Care Licensing in accordance with the California Code of Regulations, Title 22 Section 101212(d) must report emergency closures to their Regional Child Care Licensing Office. There may be additional reporting requirements for licensed child care facility.

Guidance

The CCDD contractors who close any sites or classrooms due to circumstances beyond their control, as defined in WIC 10286.5, must submit an Emergency Closure Request Form.

The Emergency Closure Request Form is required to receive credit for reduced days of operation and child days of attendance resulting from the closure. The Emergency Closure Request Form must be submitted to the contractor's assigned PQI Consultant.

If the request is approved, the contractor will receive confirmation from their assigned PQI Consultant. This approval will include credit for days of operation and child days of attendance related to the emergency closure.

- Days of operation are granted only when all sites under the contract are closed, and no children are served on a scheduled day of operation.
- Child days of attendance are calculated by multiplying the number for days closed by the number of children enrolled

The contractor must keep the approved form on file for auditing purposes and report the associated credits on their Child Development and Nutritional Fiscal Services fiscal and attendance report(s).

Family Childcare (FCC) providers who serve children through a CCTR or CMIG family child care home education network (FCCHEN) that are closed due to a verified emergency closure, shall be reimbursed by the CCTR or CMIG contractor for such closures. CCTR or CMIG contractors shall develop and implement procedures for FCC providers to notify the contractor of closures due to circumstances beyond their control, including earthquakes, floods, or fire. FCC provider participation materials must include guidance on how the CCTR or CMIG FCC provider notifies the contractor of the closure and how to complete the attendance record or invoice for reimbursement for a day of non-operation due to a verified emergency closure.

FCC providers who serve children through a CFCC FCCHEN that are closed due to a verified emergency closure shall be reimbursed by the CFCC contractor for such closures. CFCC contractors shall develop and implement procedures for FCC providers to notify the contractor of closures due to circumstances beyond their control, including earthquakes, floods, or fire. Materials must include guidance on how the CFCC FCC provider notifies the contractor of the closure and how to complete the attendance record or invoice for reimbursement for a day of non-operation due to a verified emergency closure.

If you are a contractor and have **programmatic** questions regarding the information in this CCB, contact your assigned PQI Consultant. The list of assigned consultants can be found on the Child Care and Development Contacts web page.

If you have **fiscal** questions about the information in this CCB, contact your assigned Fiscal Analyst. The fiscal analyst directory can be found on the Child Care and Development Contracts web page.

Sincerely,

Original Document Signed By

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

RESOLUTION NO. 2026~~3~~/XXX~~274~~

RESOLUTION OF THE BOARD OF SUPERVISORS ESTABLISHING THE FORMAL GOVERNANCE STRUCTURE FOR THE CONTRA COSTA COUNTY HEAD START PROGRAM

The Contra Costa County Board of Supervisors resolves as follows:

The formal governance structure for the Contra Costa County Head Start program is established by the Board of Supervisors as follows:

I. GENERAL

This policy of the Board of Supervisors establishes and describes the formal structure of program governance for the Contra Costa County Head Start program, including the oversight of quality services for children and families and procedures for making decisions related to program design and implementation. ~~To the extent that the provisions of this policy conflict with the provisions of the 2019-2021 Community Services Bureau Policies & Procedures Manual approved by the Board of Supervisors on July 30, 2019 (attached as Exhibit A), this policy will prevail and be given full effect.~~ This policy supersedes Head Start Agency Governance Policy No. 2023/274~~22-60~~, approved by the Board of Supervisors on July 13, 2023~~October 18, 2022~~. This policy of the Board of Supervisors, as approved by resolution by the Board of Supervisors, binds the Board of Supervisors to its legal and
fiscal responsibilities, as set forth herein.

II. REFERENCES

A. Head Start Program Performance Standards (45 CFR 1301.2) (see 45 CFR chapter XII)

B. Head Start Act section 642(c)(1) (see 42 U.S.C. 9837)

C. Contra Costa County Administrative Bulletins 100 (General), 200 (Budget & Fiscal), 300 600 (Payroll & Timekeeping), 400 (Personnel), 500 (Property & Equipment), 600 (Purchasing)

D. Employment & Human Services Department Manual, Memoranda, and other requirements

III. POLICY OF THE BOARD OF SUPERVISORS

A. Governing Body. The five members of the Contra Costa County Board of Supervisors serve as the governing body ("Board") of the County's Head Start Agency ("agency") which operates the County's Head Start program ("Program").

1. Responsibilities. The Board shall:

a. have legal and fiscal responsibility for administering and overseeing programs under the Head Start Act, including the safeguarding of Federal funds;

b. adopt practices that assure active, independent, and informed governance of the Head Start agency, including practices consistent with Head Start Act section 642, subsection (d)(1), and fully participate in the development, planning, and evaluation of the Head Start programs involved;

c. be responsible for ensuring compliance with Federal laws (including regulations) and applicable State, tribal, and local laws (including regulations); and

d. be responsible for other activities, including:

(1) selecting delegate agencies and the service areas for such agencies;

(2) establishing procedures and criteria for recruitment, selection, and enrollment of children;

(3) reviewing all applications for funding and amendments to applications for funding for programs under the Head Start Act;

(4) establishing procedures and guidelines for accessing and collecting information described in Head Start Act section 642, subsection (d)(2);

(5) reviewing and approving all major policies of the agency, including:

(a) the annual self-assessment and financial audit;

(b) the agency's progress in carrying out the programmatic and fiscal provisions in such agency's grant application, including implementation of corrective actions; and

(c) personnel policies of the agency regarding the hiring, evaluation, termination, and compensation of agency employees;

(6) developing procedures for how members of the Policy Council are selected, consistent with Head Start Act section 642(c), paragraph (2)(B). The Board adopted bylaws of the Policy Council on April 27, 2021. Any amendments to the Policy Council bylaws shall be approved by the Board in accordance with the Head Start Act. The number of members for the Policy Council is determined by multiplying the total number of Head Start and Early Head Start slots at each site by 1/60 (one representative for each 60 slots);

(7) approving financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements, including the:

(a) approval of all major financial expenditures of the agency;

(b) annual approval of the operating budget of the agency;

(c) selection (except when a financial auditor is assigned by the State under State law or is assigned under local law) of independent financial auditors who shall report all critical accounting policies and practices to the governing body; and

(d) monitoring of the agency's actions to correct any audit findings and of other action necessary to comply with applicable laws (including regulations) governing financial statement and accounting practices;

(8) reviewing results from monitoring conducted under Head Start Act section 641A(c), including appropriate follow-up activities;

(9) approving personnel policies and procedures, including policies and procedures regarding the hiring, evaluation, compensation, and termination of the Executive Director, Head Start Director, Director of Human Resources, Chief Fiscal Officer, and any other person in an equivalent position with the agency;

(10) establishing, adopting, and periodically updating written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving:

(a) any conflict of interest, and any appearance of a conflict of interest, by members of the Board, officers and employees of the Head Start agency, and consultants and agents who provide services or furnish goods to the Head Start agency; and

(b) complaints, including investigations, when appropriate; and

(11) to the extent practicable and appropriate, at the discretion of the Board, establishing advisory committees to oversee key responsibilities related to program governance and improvement of the Program involved.

(12) Each Board member shall visit at least one Head Start center in the Board member's district annually.

2. Monthly Report. A monthly report addressing, but not limited to, the topics specified below will be sent to all members of the Board. The Head Start Executive Director and the Head Start Director will present the monthly report at a public meeting to the Board, who will receive and discuss the report and provide any direction at the meeting.

   a. Program financial statements including credit card expenditures;
   b. Program information summaries;
   c. Program enrollment reports including attendance reports for children whose care is partially subsidized by another public entity;
   d. Meals and snacks provided through programs of the Department of Agriculture;
   e. Community needs assessment;
   f. Communication and guidance from the Head Start Secretary;
   g. Program information reports; and
   h. Tracking of complaints, including the status of their resolution and any corrective actions.

3. Conflict of Interest. Members of the Board hold their position as a result of public election. Under Head Start Act section 642(c)(1)(D), members of the Board are authorized to serve as members of the governing body of the agency. Members receive compensation in their capacity as elected members of the Contra Costa County Board of Supervisors and do not receive any additional compensation as members of the governing body of the agency. Members of the Board must not have a financial conflict of interest with the Program, including with the delegate agency. Board members must report to the Program all their immediate family members who are employed by the County or by the delegate agency, and the County will report such information to the Head Start Secretary.

4. Training. The Board will receive annual training, including, at a minimum, governance training. Appropriate training and technical assistance shall be provided to the members of the Board to ensure the Board members understand the information the members receive and can effectively oversee and participate in the programs of the Head Start agency. New

Board members who take office after the annual training for that year will receive the annual training within three months after taking office. This training shall be in addition to all existing training requirements for elected officials as required under state law.

B. Head Start Oversight Committee. The Head Start Oversight Committee is established, as authorized by 45 CFR 1301.2(c). The Head Start Oversight Committee is an advisory committee of the Board of Supervisors. The Committee is comprised of two members of the Board, appointed annually by the Board. The Committee shall meet ~~every other month~~six (6) times per calendar year, or more frequently as necessary. The Committee will make recommendations to the Board on key responsibilities related to program governance and improvement of the Head Start Program. The Board does not delegate to the Committee any of the Board's legal and fiscal responsibilities under the Head Start Act or Head Start Performance Standards.

C. Head Start Executive Director. The Board designates the Employment & Human Services Department Director as the Head Start Executive Director ("Executive Director"). No Head Start funds will be utilized to pay any part of the incumbent's salary. The Board does not delegate to the Executive Director any of the Board's legal and fiscal responsibilities under the Head Start Act or Head Start Performance Standards. All duties and responsibilities assigned to the Executive Director do not replace the administrative responsibilities of the Board. The Executive Director has the following duties:

1. To carry out and implement the programmatic and fiscal obligations of the Head Start grant, as directed by the Board;

2. To access and collect information necessary for the Monthly Report (see above) and present the Monthly Report to the Board;

3. To hire, evaluate, and terminate Program employees, including the Head Start Director, in accordance with the applicable Memoranda of Understanding, the Personnel Management Regulations, and the Salary Regulations, all of which were adopted by the Contra Costa County Board of Supervisors;

4. To implement, consistent with this policy and the Head Start Act, the selection of members of the Policy Council at each site, by multiplying the total number of Head Start and Early Head Start slots at each site by 1/60 (one representative for each 60 slots). The Board shall ensure that Policy Council members are selected as outlined in Head Start Act section 642(c)(1)(E)(iv)(5)(VII);

5. To recommend, subject to Board approval, actions to correct audit findings pertaining to financial statement and accounting practices and to monitor Program operations to cure the audit findings; and

6. To ensure compliance with all other Head Start Act and Program Performance Standards requirements not otherwise explicitly identified in this policy.

D. Policy Council. The Policy Council is elected by the parents of the children currently enrolled in the Program and is comprised of parents of children currently enrolled in the Program, including the delegate agency, and members at large of the community served by the Program, including parents of children formerly enrolled in the Program. The majority of the Policy Council membership must be comprised of parents of children currently enrolled in the Program. The Policy Council is responsible for the direction of the Program, including Program design and operation, and long- and short-term planning goals and objectives, taking into account the annual communitywide strategic planning and needs assessment and self-assessment.

1. Responsibilities. The Policy Council will approve and submit to the Board decisions about the following:

   a. Activities to support the active involvement of parents in supporting program operations, including policies to ensure that the County is responsive to community and parent needs;
   b. Program recruitment, selection, and enrollment priorities;
   c. Applications for funding and amendments to applications for funding for programs, prior to the submission of the funding applications;
   d. Budget planning for program expenditures, including policies for reimbursement and participation in Policy Council activities;
   e. Policy Council bylaws. The Board adopted the bylaws of the Policy Council on April 27, 2021. Any amendments to the Policy Council bylaws shall be approved by the Board in accordance with the Head Start Act;
   f. Program personnel policies and decisions regarding the employment of program staff, consistent with Head Start Act section 642(c)(1)(E)(iv)(iX), including standards of conduct for program staff, contractors, and volunteers, and criteria for the employment and dismissal of program staff; and
   g. Developing procedures for how Policy Council members are elected; and
   h. Recommendations on the selection of delegate agencies and the service areas for such agencies.

2. Conflict of Interest. Members of the Policy Council must not have a conflict of interest with the County, including any delegate agency, and must not receive compensation for serving on the Policy Council or for providing services to the County.

3. Training. Appropriate training and technical assistance shall be provided to the members of the Policy Council to ensure the members understand the information the members receive and can effectively oversee and participate in the programs of the Head Start agency. This training shall be in addition to all existing training requirements for advisory body officials as required under state law.

RESOLUTION NO. 2026~~3~~/~~499~~XXX

RESOLUTION OF THE BOARD OF SUPERVISORS ESTABLISHING THE INTERNAL CONTROLS THAT APPLY TO CONTRA COSTA COUNTY HEAD START PROGRAM FUNDS, ASSETS, AND EQUIPMENT

The Contra Costa County Board of Supervisors resolves as follows:

I. GENERAL

This policy of the Board of Supervisors establishes and describes the internal controls that apply to Contra Costa County Head Start program funds, assets, and equipment. These internal controls conform to the internal control guidelines applicable to local agencies as established by the Controller of the State of California in accordance with California Government Code section 12422.5, and are in compliance with the Head Start Act's Post Federal Award Requirements regarding internal controls, as set forth in ~~45~~ 2 Code of Federal Regulations (CFR) section ~~75.303~~200 (Internal Controls).These policies and procedures also document how Contra Costa County complies with the Committee on Sponsoring Organizations (COSO) framework.

II. INTERNAL CONTROLS THAT APPLY TO CONTRA COSTA COUNTY HEAD START PROGRAM FUNDS, ASSETS, AND EQUIPMENT

A. The Contra Costa County Head Start program (Program) will maintain fiscal integrity through implementation of internal controls. This involves a financial system that ensures budget management, maintains control over current operations, and provides a complete and accurate record of fiscal management. The Program is governed by the Contra Costa County Board of Supervisors and operates within the financial information system of the County of Contra Costa. The Program operates under the County of Contra Costa's fiscal accountability rules, policies, and procedures, including the following:

1. Contra Costa County Administrative Bulletin 200 - Capital Asset Accounting and Budgeting Policy.
2. Contra Costa County Administrative Bulletin 205~~.1~~ - Cash-Receiving, Safeguarding and Depositing ~~(Attachment B)~~.
3. Contra Costa County Administrative Bulletin 212~~.1~~ - Internal Audit of County Departments and Offices ~~(Attachment C)~~.
4. Contra Costa County Administrative Bulletin 215~~.1~~- Petty Cash Funds ~~(Attachment D)~~.
5. Contra Costa County Administrative Bulletin 600~~.3~~ - Purchasing Policies and Procedures ~~(Attachment E)~~. In accordance with ~~45~~ 2 CFR ~~75.327~~200.318, these procurement procedures reflect applicable State and

local laws and regulations, conform to applicable Federal law and the standards identified in ~~45~~ 2 CFR Part ~~75~~200, require the County to maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, and include written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Specifically, ethical standards mandated for County procurement activities include the following:

- Avoiding activities which would compromise or give the perception of compromising the best interests of the County;

- Actively promoting the concept of competition through bid solicitation consistent with this policy; and

- Refraining from engagement in any procurement activity in which an employee may have a personal or indirect financial interest in accordance with Government Code sections 87100 and 81703.

In addition, the following procurement standards apply to the Program pursuant to ~~45~~ 2 CFR ~~75.327~~200.318:

a) No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Appropriate disciplinary actions will be applied for violations of such standards by officers, employees, or agents of the County.

b) The County will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

c) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the County is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

d) The County is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

e) The County is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

f) The County will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also ~~45~~ 2 CFR ~~75.213~~200.214.

g) The County will maintain records sufficiently to detail the history of' procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The following provision will be included in all contracts entered into by the County on behalf of the Program: "Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties. Contractor should maintain a code or standard of conduct that governs the performance of its

officers, employees or agents in the award and administration of contracts and provides for appropriate disciplinary actions for noncompliance. The standards shall include, but not be limited to, prohibition against soliciting or accepting gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. Per ~~45~~ 2 CFR ~~75~~200.113, Contractor shall disclose, in a timely manner, in writing to County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Contract. Contractors may be required to report certain civil, criminal, or administrative proceedings to the System for Award Management SAM. Failure to make required disclosures can result in any of the remedies described in ~~45~~ 2 CFR ~~75.371~~200.339, including suspension or debarment."

6. Accounting Standards and Procedures for Counties Manual - 2025 Edition~~California State Controller's Office 2023 Edition - Accounting Standards and Procedures for Counties~~.

7. California State Controller's Office - 2015 Internal Control Guidelines for California Local Agencies.

B. The Program also operates under the following policies:

1. Contra Costa County, EHSD, Community Services Bureau -Fixed Assets, Information Technology, Low-Value Inventory and Clouds Data System Policies and Procedures (Attachment F), and the Equipment Inventory form attached thereto (see 2~~45~~ CFR section ~~75.320~~200.313(d)(1)).

2. Contra Costa County, EHSD, Departmental Fiscal Policy-Fiscal Monitoring of Subrecipient (Attachment G) (see ~~45 CFR 75.303(c))~~.2 CFR 200.303(c)).

3. Contra Costa County, EHSD, Community Services Bureau- Cost Allocation Plan (Attachment H).

C. Monitoring. In addition to the monitoring provisions contained in the above policies, the Program will be monitored as follows:

1. Monthly Reports to Governing Board. The Head Start Executive Director and the Head Start Director will present a fiscal report to the Board as part of the monthly report required by Section III.A.2 of the Contra Costa County Head Start Program Formal Governance Policy adopted by the Board of Supervisors. At a minimum, the fiscal report will contain the following:

- Summaries of Program financial statements, including total expenditures and revenue received to date;
- Results of Sub-Recipient monitoring activities, including information

related corrective actions plans entered with delegate agencies, if any; and

- Results of self-monitoring activities, including information related to corrective action plans implemented within the County's Head Start program, if any.

2. ~~Bi-Monthly~~ Reports to the Head Start Oversight Committee. The Head Start Executive Director and the Head Start Director will present a fiscal report to the Head Start Oversight Committee ~~on a bi-monthly (every other month) basis~~six (6) times per calendar year. At a minimum, the fiscal report will contain the following:

   - Detailed Program financial statements, including expenditure information by recipient and sub-recipient at the object level (i.e., Salaries & Benefits, Services and Supplies, Other Charges, Fixed Assets, and Expenditure Transfers) and revenue by major federal and state grant type;
   - Details about Sub-Recipient monitoring activities, including schedules for planned monitoring activities, updates of ongoing monitoring activities, results of monitoring activities and status of monitoring of corrective action plans entered with sub-recipients; and
   - Details about self-monitoring activities, including schedules for planned monitoring activities, updates of ongoing monitoring activities, results of monitoring activities and status of internal monitoring of corrective action plans.

3. Self-monitoring. The self-monitoring required by ~~45~~ 2 CFR ~~75~~200.303(c) is set forth in Appendix 15 of Contra Costa County, EHSD, Departmental Fiscal Policy - Fiscal Monitoring of Subrecipient. Initial self-monitoring (in 2023) will take place quarterly and will take place semi-annually thereafter. Compliance assessments will be conducted to ensure:

   - Compliance with statutory requirements.
   - Review of internal checks/controls.
   - Review of financial documents.
   - Review of business practices, processes and policies.

D. Training. In addition to the training provisions contained in the above policies, the Head Start Executive Director and the Head Start Director will cause employees to be provided with fiscal training on a regular basis to employees on the above policies and ensure the following:

1. Agendas. Training agendas will explicitly identify each of the fiscal policies applicable to the County Head Start Program.

2. Materials. Copies of the policies and internal procedures to ensure compliance with the policies will be distributed in the training materials.

3. Attendance. Employee training attendance records will be maintained in a dedicated training file.

4. Head Start Committee Oversight. At the next regular meeting of the Head Start Standing Committee following a training event, the Head Start Executive Director and the Head Start Director will provide an update on training to the Committee, including:

   - All the materials in Section II(D)(l-2) above will be included as attachments to the staff report; and

   - A listing of how many employees have not yet received training with a plan for when those employees are to receive training.

5. Governing Board Oversight. In the next regular, monthly Head Start Program report to the Board of Supervisors following a training event, the Head Start Executive Director and the Head Start Director will provide an update on training to the Board, including:

   - Date of the most recent fiscal training provided;
   - Summary of the fiscal training agenda;
   - Number of employees receiving fiscal training
   - Number of employees who still need fiscal training; and
   - Date of next fiscal training event.

Updated Head Start Program Performance Standard Requirements

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

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

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Updated Head Start Program Performance Standard Requirements

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

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Updated Head Start Program Performance Standard Requirements

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

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Updated Head Start Program Performance Standard Requirements

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

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Updated Head Start Program Performance Standard Requirements

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

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Updated Head Start Program Performance Standard Requirements

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

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Updated Head Start Program Performance Standard Requirements

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

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Updated Head Start Program Performance Standard Requirements

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

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Updated Head Start Program Performance Standard Requirements

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

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

Updated Head Start Program Performance Standard Requirements

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

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

Updated Head Start Program Performance Standard Requirements

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

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

Updated Head Start Program Performance Standard Requirements

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

Updated Head Start Program Performance Standard Requirements

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

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

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3702 **Agenda Date:** 8/25/2026 **Agenda #:** C.1.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Approve and Authorize Termination of Hangar Agreement with Devin Adami

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports to terminate the Hangar Rental Agreement with Devin Adami. AUTHORIZE County Counsel to pursue legal action if necessary, Pacheco area.

FISCAL IMPACT:
The Airport Enterprise Fund will cover the cost of any legal action.

BACKGROUND:
In March of 2013, the County entered into a Hangar Rental Agreement (Agreement) with Devin Adami (Tenant) to store his aircraft at Buchanan Field Airport (Airport). For more than five years, Mr. Adami's aircraft has not been stored at Buchanan Field, but instead at the Truckee-Tahoe airport. Furthermore, based on conversations with Airports Management, Mr. Adami does not have plans for his aircraft to use the Airport. The Airport has a waiting list populated by prospective tenants that will utilize the hangar to store an aircraft and contribute to the Airport's economic engine. To that end, Airports management is recommending termination of the Agreement, that will then allow the hangar to be rented and utilized by someone else.

Airports staff is requesting authority to terminate the Agreement pursuant to Section 6 (Term) of the Agreement to provide 30-days' notice of termination, and if necessary, pursue legal action against Tenant through County Counsel. Such actions are consistent with adopted Airport policies.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to terminate the Agreement and pursue legal action against Tenant would result in the Airport being unable to enforce adopted Airport policies and procedures.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3703 **Agenda Date:** 8/25/2026 **Agenda #:** C.2.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Approve and Authorize Termination of Hangar Agreement with Lawrence Chan

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports to terminate the Hangar Rental Agreement with Lawrence Chan. AUTHORIZE County Counsel to pursue legal action if necessary, Pacheco area.

FISCAL IMPACT:
The Airport Enterprise Fund will cover the cost of any legal action.

BACKGROUND:
In May of 2021, the County entered into a Hangar Rental Agreement (Agreement) with Lawrence Chan (Tenant) to store his aircraft at Buchanan Field Airport (Airport). For the past several years, Mr. Chan has refused to provide proof of aircraft registration and insurance to the County in accordance with the Agreement, was unresponsive during the Airport's last hangar inspections necessitating Airports staff to cut the hangar lock, and the aircraft has not left the hangar in many years. Given Mr. Chan's refusal to adhere to the terms of the Agreement, Airports management is recommending termination of the Agreement.

Airports staff is requesting authority to terminate the Agreement pursuant to Section 6 (Term) to provide 30-days' notice to terminate, and if necessary, pursue legal action against Tenant through County Counsel. Such actions are consistent with adopted Airport policies.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to terminate the Agreement and pursue legal action against Tenant would result in the Airport being unable to enforce adopted Airport policies and procedures.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3704 **Agenda Date:** 8/25/2026 **Agenda #:** C.3.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Hangar Rental Agreement at Buchanan Field Airport

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Pacific Diamond, LLC, for a north-facing T-hangar at Buchanan Field Airport effective September 2, 2026, in the monthly amount of $394, Pacheco area.

DELEGATE authority to the Director of Airports, or designee to terminate the agreement in accordance with the terms of the hangar rental agreement if deemed necessary. (District 4)

FISCAL IMPACT:
The Airport Enterprise Fund will receive $4,728, annually.

BACKGROUND:
On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements"). The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:
A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES: September 2, 2026,** ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and **Pacific Diamond, LLC** "**Renter**"), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement **("Rental Agreement")** by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 18 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (**"Renter's Aircraft")**.

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **A-05** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site **("T-Hangar Site")** and shall hereinafter be described as the **"T-Hangar**.**"**
Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of

Renter's Aircraft. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest, or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM**: This Rental Agreement shall be from month to month commencing **September 2, 2026,** and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent**. Renter shall pay **$ 394.00** in rent per month **("Monthly Rent")** due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated based on a thirty-day month and shall be due and payable at the time the Renter signs this Rental Agreement.

The Monthly Rent shall be adjusted annually by the change in Consumer Price Index **("CPI"),** as defined hereinbelow, for the latest one-year period ending December 31 of each year. CPI, as used herein, shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor. Notwithstanding anything in the foregoing to the contrary, (1) at no time will the Monthly Rent be decreased

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3705 **Agenda Date:** 8/25/2026 **Agenda #:** C.4.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: APPROVE the 2025 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE the 2025 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Section 2272 and 2279 of the California Food and Agriculture Code requires the County Agricultural Commissioner to submit an annual report to the State Secretary of CDFA. Data in this report is to be collected and prepared in a manner that will provide the most reliable and accurate estimates of acreage, yield, production, and value. The material is to be presented in a uniform manner, so reports across counties are comparable and the maximum value to CDFA. The report provides core agricultural statistical data and programmatic information. It includes information about what is being done to eradicate, control, or manage pests. It contains information about the many sources of food production in the County, including commercial and small-scale diversified farms, community and school gardens, and nurseries and livestock production. The report details the work of the Department's staff to support a robust agricultural industry.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would delay or prevent filing the required county crop report. This would be a violation of the California Food and Agriculture Code and cause a breach in the Memorandum of Understanding between the California Department of Food and Agriculture and the California Agricultural Commissioners and Sealers Association.

CONTRA COSTA COUNTY
AGRICULTURE
CROP REPORT 2025

A Rich History of Agriculture

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*Historical Photos provided by East Contra Costa Historical Society

AGRICULTURAL COMMISSIONER & DIRECTOR OF SEALER'S LETTER

Dear Karen Ross,
Secretary California Department of Food and Agriculture and
The Honorable Board of Supervisors of Contra Costa County

I am pleased to submit the 2025 Agricultural Crop & Livestock Report for Contra Costa County in accordance with the provisions of Section 2272 and 2279 of the California Food and Agricultural Code.

The 2025 overall production values had minor changes. Demand for Contra Costa County agricultural goods remained strong, partially because many growers market goods directly to consumers or wholesale direct to retail. The total gross value of agricultural crops in 2025 was $154,270,166 which is an increase of $11,481,312. In general, demand and prices have remained strong for agricultural crops in Contra Costa County. Crop values vary from year to year due to factors such as production, weather, and market conditions.

Some notable changes include an increase in Fruit and Nut crops as the demand for these products stayed strong. Also noteworthy is a continued decrease in total value of Field Crops due to a reduction in production acreage and a decrease in average price.

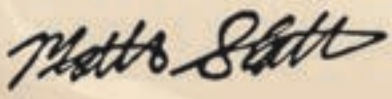
Fifteen crop categories exceeded one million dollars in value for 2025. These categories in decreasing order include sweet corn, green beans, tomatoes, cattle and calves, misc. fruit & nut, cherries, almonds, apiary products, rangeland, misc. vegetable & seed, grapes, misc. field crops, alfalfa hay, irrigated pastures, and misc. livestock & livestock products.

A move into new commodities and the increased specialization of others has enlarged our miscellaneous categories. Walnuts have seen a large decrease in average price and the loss of acreage to other commodities.

It should be emphasized that the values stated in this report are gross receipts and do not include the cost of production, transportation, or marketing of the products. The economic benefit of agricultural production is generally thought to be about three times the gross production value.

I truly appreciate the agricultural producers, farmers, ranchers, and organizations that shared information and supported our efforts in completing this report. Special recognition goes to all the staff who assisted in compiling the information to make this report possible.

Respectfully Submitted,



Matt Slattengren
Agricultural Commissioner
Director of Weights and Measures

CONTRA COSTA COUNTY
2380 Bisso Lane Suite A
Concord, CA 94520

MISSION STATEMENT

The Contra Costa County Department of Agriculture, under the direction of the California Department of Food and Agriculture, Department of Pesticide Regulation, and Division of Measurement Standards, is responsible for conducting regulatory and service activities pertaining to the agricultural industry and the consumers of our County.
The primary goal of this office is to promote and protect agriculture while safeguarding the public and the environment. Our work as County Weights and Measures officials in the community ensures a safe place to live and a fair marketplace for trade.

STAFF

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PEST QUARANTINE DETECTOR CANINE

Major & Mila

HARVESTING HISTORY

THE SOUL OF CONTRA COSTA AGRICULTURE

The Evolution of Agriculture in Contra Costa County

Agriculture in Contra Costa County has undergone dramatic shifts over the past several centuries, transforming from vast open ranges into intensive orchards, and finally into a protected modern landscape.

The Era of Cattle and Grain (1776–1890s)

The earliest agricultural era was defined by extensive cattle ranching, beginning around 1776 when livestock were first introduced to the region. Skilled vaqueros managed large herds that roamed freely across the county's valleys and hillsides.

By the late 1800s, this cattle-dominated landscape transitioned into a booming grain economy. Thousands of acres were devoted to dry-farmed wheat and barley. However, decades of monocropping gradually depleted the soil. By the 1890s, declining yields and falling grain prices signaled the end of this chapter.

The Shift to Orchards and Irrigation (1900–1919)

At the turn of the century, Contra Costa County transitioned away from massive wheat fields. Farmers began subdividing large tracts of land into intensive fruit and nut orchards. The valley floors rapidly filled with pears, cherries, walnuts, almonds, and even mulberry trees to feed silkworms, hoping the silk trade might offer an additional quick path to agricultural prosperity.

The Rail Networks

The arrival of the railroad in the newly formed town of Knightsen connected local farms to larger markets. The railroad's presence instantly transformed the isolated agricultural area. Farmers, who previously relied on muddy and impassable dirt roads, could now rapidly ship perishable crops to broader markets.

SANTA FE DEPOT: KNIGHTSEN, CA 1970

Engineered Irrigation

In eastern areas like Knightsen and Byron, early pioneers established the Byron-Bethany Irrigation District. This infrastructure brought reliable river water to almonds, apricots, alfalfa, and dairy farms.

During this time, wine grapes emerged as a primary cash crop. Farming predated the urban sprawl. Long before cities like Walnut Creek were known for shopping or suburban homes, they were celebrated for wine. In 1911, the region hosted the grand Walnut Creek Grape Carnival to celebrate this thriving industry.

Prohibition and the Rise of Specialty Crops (1920–1939)

The momentum came to a sudden halt in 1920 with the passage of Prohibition. Vineyards that had blanketed the county floors were quickly uprooted because growers could no longer legally produce wine. To survive, farmers replanted their land with walnuts, pears, and cherries. By the 1930s, the landscape had shifted completely to stone fruits and nuts. This shift was not limted to the south and east sections of the county. The face of agriculture was changing in other regions as well.

Flower Nurseries

In western Contra Costa County, Japanese American-owned flower nurseries transformed large areas of El Cerrito and Richmond into vibrant hubs of rose and carnation production, supplying fresh flowers to markets throughout the Bay Area. Early farmers' markets began appearing, giving local producers new ways to sell directly to nearby residents. Additionally, County growers proudly showcased their achievements with impressive agricultural displays at the California State Fair, particularly between 1925 and 1950.

The Mid-Century Urban Transition (1940s–1970s)

The mid-20th century brought another major transformation. After World War II, rapid population growth spurred widespread urban development. Between 1940 and 1970, suburban expansion consumed vast stretches of prime farmland. In 1978, the Board of Supervisors formally codified the Agricultural Core ("Ag Core") as a cornerstone of the East County Area General Plan. By legally isolating 14,600 acres of the county's absolute highest-quality soils exclusively for farming, this landmark 1970s zoning victory drew a protective line around local agricultural strongholds like Brentwood and Knightsen.

Agriculture Today in Contra Costa County (1970s–Today)

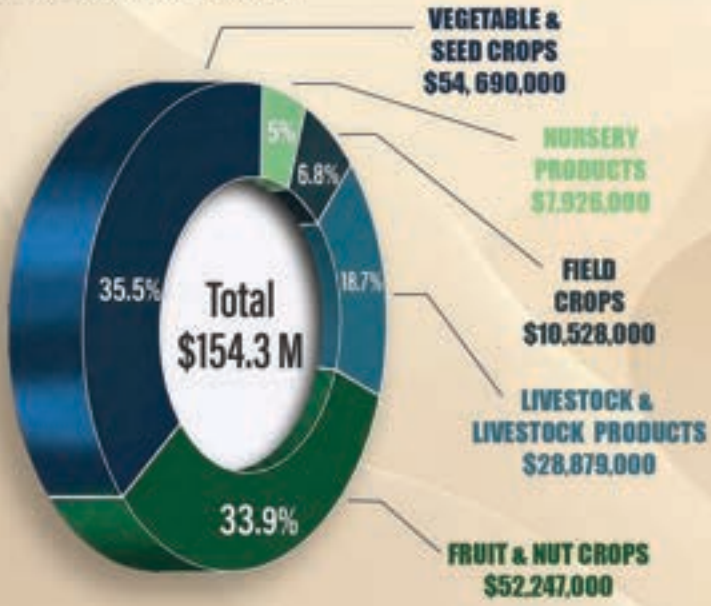
Agriculture in Contra Costa County has resiliently endured for hundreds of years by constantly adapting to severe economic, environmental, and biological pressures. Local growers have successfully navigated aggressive urban expansion through voter-backed protective boundaries, while simultaneously combating the continuous threat of noxious weeds and destructive invasive insects that vie for vital resources. Yet, few threats are as relentless or deeply entrenched as the native California ground squirrel (Otospermophilus beecheyi). These adaptable rodents inflict millions of dollars in annual agricultural damage across the state by devouring valuable fruit and nut crops. Today, Contra Costa County remains a highly diverse, multi million dollar agricultural region.

While the hills still support livestock grazing, the lower lands produce high value crops, including sweet corn, tomatoes, organic vegetables, vineyards, and the County's well-loved U-Pick fruit harvests.

GROSS AGRICULTURAL PRODUCTION

Contra Costa County Agriculture is Alive and Well

Agriculture in Contra Costa County contributes approximately $225 million to the local economy annually (based on 2013-2014 reports), supporting roughly 2,000 jobs. Contra Costa's agricultural production is highly concentrated in the eastern part of the county, but some form of production can be found throughout the County.



Contra Costa County possesses a highly diverse, niche-focused agricultural sector that differs significantly from the industrial-scale monoculture found in California's Central Valley. While many California counties are dominated by a single top-valued crop (like almonds or dairy), Contra Costa is characterized by its high-value specialty crops with a strong livestock component.

CROP CATEGORY BREAKDOWN

Gross Value in Millions

Gross Production Value

Total Production

$154,270,000

Vegetable & Seed Crops

$54,690,000

Fruit & Nut Crops

$52,247,000

Livestock & Livestock Products

$28,879,000

Field Crops

$10,528,000

Nursery Products

$7,926,000

Category	Gross Value 2025 ($)	Gross Value 2024 ($)	Change in Value ($)	Gross Value Change %	Total Acreage 2025	Total Acreage 2024	Acreage Change %
Vegetable & Seed Crops	$54,690,000	$50,093,620	$4,596,380	9%	6,876.0	6,575.0	5%
Fruit & Nut Crops	$52,247,000	$43,681,163	$8,565,837	20%	7,008.5	7,457.0	-6%
Livestock & Products	$28,879,000	$25,721,507	$3,157,493	12%	-	-	-
Field Crops	$10,528,000	$12,621,166	$-2,093,166	-17%	173,125.0	174,353.0	-1%
Nursery Products	$7,926,000	$10,683,000	$-2,757,000	-26%	44.1	40.8	8%
Total	$154,270,000	$142,800,456	$11,469,544	8%	-	-	-

VEGETABLE AND SEED CROP

PRODUCTION VALUE

$54,689,200

SWEET CORN

$25,597,000

TOMATOES

$24,025,000

MISCELLANEOUS

(Asparagus, Artichokes, Beets, Broccoli, Cabbage, Cardoon, Carrots, Cauliflower, Cucumbers, Eggplant, Garlic, Ginseng, Greens, Herbs, Kohlrabi, Lettuce, Mushrooms, Okra, Onions, Peas, Peppers, Potatoes, Pumpkins, Radishes, Squash, Wheat Grass)

$3,485,600

GREEN BEANS

$1,588,600

CONTRA COSTA COUNTY AT THE STATE FAIR

The California State Fair has long provided a venue for counties to showcase their agriculture and industry to visitors from across the state. During the mid 20th century, Contra Costa County created impressive displays that highlighted the diversity and abundance of its agricultural production. The photos shown here - top left from 1925, top right from 1931, and bottom left from 1940 - feature a series of beautifully curated exhibits spanning several decades that highlighted the county's diverse and prolific agricultural production.

Crop	Year	Harvested Acreage	Per Acre	Total	Unit	Per Unit	Total
Sweet Corn	2025	3,025	11.11	33,594	Ton	762	$25,590,000
	2024	2,764	10.69	29,547	Ton	786	$23,223,942
Tomatoes	2025	3,113	71.19	221,620	Ton	108	$24,025,000*
	2024	3,219	62.00	199,578	Ton	117	$23,350,626
Miscellaneous*	2025	580	—	—	—	—	$3,486,000
	2024	522	—	—	—	—	$2,413,100
Green Beans	2025	158	6.01	950	Ton	1,673	$1,589,000
	2024	70	6.11	428	Ton	2,584	$1,105,952
TOTAL	2025	6,876	—	—	—	—	$54,690,000
	2024	6,575	—	—	—	—	$50,093,620

*Totals are approximate and may not add due to rounding.

FRUIT AND NUT CROP

PRODUCTION VALUE

$54,689,200

Miscellaneous

$22,938,000

CHERRY

$13,697,700

ALMOND

$11,343,000

GRAPE

$3,431,000

WALNUT

$588,300

STRAWBERRY

$192,000

BLACKBERRY

$57,000

Mulberries in Contra Costa: a Forgotten Silk Industry and a Modern Revival

Mulberry trees have been planted in Contra Costa County since the 1800s, when early residents valued them not for their delicious fruit, but for their ability to provide food for silkworms. Mulberry leaves are the staple diet of silkworms, and having a steady supply allows the worms to grow and form their highly prized cocoons of pure silk. As seen in the photo below, tending silkworms was labor intensive work, and the industry did not last in the county. Although the silk cultivation industry did not endure, mulberry tree production has seen a renewed rise in popularity. Favorable growing conditions in the eastern part of the county, combined with increased demand for the fruit from Asian communities around the Bay Area, have contributed to the recent growth in mulberry cultivation.

Silkworm cocoon processing facility from the 1890s in the East Bay.

Crop	Year	Harvested Acreage	Tons Per Acre	Total Tons Harvested	Value Per Unit	Total Value
Miscellaneous*	2025	1,016	—	—	—	$22,938,000
	2024	771	—	—	—	$15,619,214
Cherries	2025	1,283	1.99	2,548	$5,376.00	$13,697,700
	2024	1,217	2.62	3,192	$3,346.00	$10,670,394
Almonds	2025	3,408	0.76	2,580	$4,401.00	$11,343,000
	2024	3,212	0.65	2,095	$4,723.00	$9,861,624
Grapes	2025	1,025	4.25	4,353	$788.00	$3,431,000
	2024	1,628	3.52	5,722	$933.00	$5,347,023
Walnuts	2025	256	1.95	499	$1,180.00	$588,300
	2024	440	2.01	883	$2,439.00	$2,156,076
Strawberry	2025	17	1.61	27	$7,027.00	$192,000
Blackberries	2025	4	1.44	5	$11,017.00	$57,000
	2024	4	0.75	3	$8,944.00	$26,832
TOTAL	2025	7,009	—	—	—	$52,247,000
	2024	7,272	—	—	—	$41,664,000

*Apples, Apricots, Apriums, Asian Pears, Berries, Citrus, Figs, Loquats, Melons, Mulberries, Nectarines, Pears, Pecans, Persimmons, Pistachios, Prunes, Pomegranates, Quinces, Strawberries

LIVESTOCK AND LIVESTOCK PRODUCTS

PRODUCTION VALUE

$28,879,000

Cattle and Calves

$23,619,000

Apiary Products

$4,222,000

Miscellaneous

$1,038,000

VAQUEROS and EARLY CATTLE RANCHING in CONTRA COSTA

Cattle ranching has been an important part of the Contra Costa landscape since the Spanish first came to Alta California. Colonists brought livestock and horses to the San Ramon Valley around 1776 as part of the Mission San José. The hides, tallow, and meat produced from cattle formed a cornerstone of the early California economy. Vast grasslands and few fences resulted in free-range herds that were often feral and difficult to manage. Skilled cowboys, known as vaqueros, were essential to tend to these fierce cattle.

Many of the early vaqueros were a combination of Native American and Spanish descent. These vaqueros were known for their expert horsemanship and roping skills. Cattle ranching remains a part of the San Ramon Valley today, carried on by dedicated ranching families.

Commodity	Year	No. of Head	Total Liveweight	Unit	Per Unit	Total
Cattle & Calves	2025	16,921	81,117	Cwt	300	$23,619,000
	2024	17,977	87,779	Cwt	233	$20,452,507
Apiary Products*	2025	—	—	—	—	$4,222,000
	2024	—	—	—	—	$3,633,000
Miscellaneous Livestock & Livestock Products**	2025	—	—	—	—	$1,038,000
	2024	—	—	—	—	$1,636,000
Total	2025	—	—	—	—	$28,879,000
	2024	—	—	—	—	$25,721,507

*Honey, Wax, Pollination
**Chickens, Ducks, Emus, Goats, Hogs, Llamas, Ostriches, Pigs, Rabbits, Sheep, Turkeys, Eggs, Milk, Wool

FIELD CROP

PRODUCTION VALUE

$10,528,000

PASTURE
(RANGELAND & IRRIGATED)

$4,743,000

MISCELLANEOUS

(Barley, Corn Silage, Field Corn, Hay (Forage), Hay (Wild), Hemp, Rye, Safflower, Silage, Straw, Sudan Grass)

$3,054,000

HAY
(ALFALFA & CEREAL)

$2,232,000

WHEAT

$499,000

Wheat was one of Contra Costa County's principal crops in the late 1800s, with tens of thousands of acres in dry farmed production across the interior valleys and eastern part of the county. Typical yields ranged from 8 to 20 bushels per acre depending on rainfall. During this period, Martinez, Antioch, and Port Costa served as major shipping points, with Port Costa becoming one of the West Coast's busiest wheat-export terminals. In 1871 over 50,000 acres were dedicated to wheat production throughout the county. Wheat acreage began to decline in the 20th century as soils were depleted.

Horse-drawn combine harvesting wheat in Contra Costa County in the late 19th century.

Today only limited wheat acreage remains and is grown primarily on non irrigated land for feed or rotational crop purposes. While large scale wheat production has faded, the crop remains an enduring reminder of the county's early farming heritage by those first dry farmed fields.

Crop	Year	Harvested Acreage	Per Acre	Total	Unit	Per Unit	Total
Pasture Irrigated	2025	3,700	—	—	Acre	302	$1,117,000
	2024	3,700	—	—	Acre	302	$1,117,400
Pasture Rangeland	2025	157,642	—	—	Acre	23	$3,626,000
	2024	157,642	—	—	Acre	23	$3,625,766
Miscellaneous*	2025	3,075	—	—	—	—	$3,054,000
	2024	2,784	—	—	—	—	$1,088,000
Hay	2025	1,483	5.07	7,516	Ton	184	$1,380,000
	2024	2,382	6.41	15,260	Ton	212	$3,237,028
Cereal	2025	3,591	2.33	8,373	Ton	102	$852,000
	2024	4,333	2.34	10,133	Ton	113	$1,145,707
Wheat	2025	1,585	1.61	2,556	Ton	195	$499,000
	2024	1,803	1.88	3,388	Ton	198	$670,569
TOTAL	2025	173,125	—	—	—	—	$10,528,000
	2024	174,353	—	—	—	—	$12,609,564

*Barley, Corn Silage, Forage Hay, Hay (Wild), Hemp, Rye, Safflower, Silage, Straw, Sudan Grass

Early turn of the century commercial advertisement for Port Costa Flour.

NURSERY PRODUCTS

PRODUCTION VALUE

$7,926,000

MISCELLANEOUS

$7,926,000

The Hisajiro Honda family in 1940: Sue (daughter), Hisajiro (father), Masue (mother), May (daughter), Sachiko (daughter), Jun (son)
ECHS collection, courtesy of the California Flower Market

A Short History of JAPANESE-AMERICAN NURSERIES in EL CERRITO and RICHMOND

West Contra Costa County became known for nursery plant production in the early 1900s, when Japanese immigrants established horticultural operations in what is now El Cerrito and Richmond. Drawing on extensive knowledge and experience, these families built thriving nurseries that specialized in producing cut flowers for wholesale markets, most notably roses and carnations. During World War II, Japanese Americans including the families who operated these nurseries were forcibly removed and incarcerated in internment camps. When they returned after the war, many found their greenhouses damaged or destroyed, and some families lost their farms entirely. Despite these hardships, many rebuilt and resumed operations.

Nellie, Sam, Chu, and Kazue Sakai prepare flowers - 1940. ECHS collection, courtesy of the California Flower Market.

Crop	Year	Acre	Total
Miscellaneous*	2025	44.14	$7,926,000
	2024	40.80	$10,683,000

*Christmas Trees, Cactus, Ground Covers, Propagative Materials, Ornamental Trees & Shrubs, Fruit Trees, Cut Flowers

MAJOR CHANGES TO K-9 PROGRAM

Scan QR code to watch a short video of Simone and Major's retirement and an introduction to Abigail and Mila

Major and Simone Ackermann Celebrate Well-Earned Retirement

K-9 Major
Years of Service 2018-2026

For more than eight years Major, a nine-year-old Labrador Retriever, served as a dedicated working dog alongside his handler, Simone Ackermann. Together, they have intercepted over 40,000 parcels across eleven counties. Of these, 5,600 were unmarked shipments harboring more than 500 unwanted invasive pests hitchhiking on fruits and plants. Thanks to Major's vigilant work, numerous potential agricultural infestations throughout Northern California have been prevented.

Major was also an ambassador for agricultural protection through participating in public outreach events, school programs, and community demonstrations to help inspire residents to take part in protecting California. Beyond the numbers and accomplishments, Major earned a special place in the hearts of county staff and the public. His friendly personality, dedication to his work, and unwavering enthusiasm helped to make him an effective agricultural detection dog and beloved member of the Department of Agriculture / Weights & Measures.

Simone and Major showing off their skills

Mila and Abigail Despoy Join Quarantine Team

Abigail and Mila working together to sniff out plants

Mila, a 3 year-old black lab, is Contra Costa County's newest agricultural detection dog. Mila was born on February 25, 2022, here in California, and was hand-picked in 2024 by a former agriculture detection dog handler who knew Mila had exactly what it takes to be a superstar sniffer. With her boundless energy and eagerness to please, Mila quickly proved herself to be a natural fit for agricultural detection work.

Now serving as a detection dog, Mila thrives in her role, using her strong drive and enthusiasm to sniff out unmarked agricultural packages in parcel facilities. Her focus and determination make her a valuable member of the team. She loves having a job to do and is always ready to put her nose to work.

Left to Right: Supervisor Ken Carlson, Mila, Abigail, Supervisor Candace Andersen, Chair of the Board Diane Burgis, Commissioner Matthew Slattengren, Simone, Major, Supervisor John Gioia, and Supervisor Shanelle Scales-Preston

NOXIOUS WEED CONTROL

Contra Costa County has a long history of managing artichoke thistle (Cynara cardunculus L.), a noxious weed native to the Mediterranean region. The edible form of the artichoke thistle is the cultivated globe artichoke and is believed to have first grown in European monastery gardens during the Medieval period. When propagated from divisions of the perennial crown it reliably produces edible flower heads. However, when grown from seed, the plant readily reverts to its wild form and develops inch long spines around the flower head, making it unpalatable to livestock and humans alike.

California settlers introduced globe artichokes to their vegetable gardens in the 1800s, but the plant soon escaped cultivation through prolific seed production and dispersal by wind, animals, and human activity. By the mid 20th century, artichoke thistle had spread extensively through Contra Costa County's rangelands, reducing forage quality and displacing native grasses.

In the 70s, the Department of Agriculture launched its Noxious Weed Program specifically to combat invasive species such as artichoke thistle. At its peak, Contra Costa County was one of the most heavily infested counties in California, with more than 100,000 acres affected. Early program efforts included aerial herbicide applications by helicopter to reach large, inaccessible infestations. Over subsequent decades, sustained and coordinated management has led to dramatic reductions in plant density and spread.

Today, the Department continues to operate a robust noxious weed program focused on long term suppression and early detection of artichoke thistle, as well as other invasive species such as purple starthistle and Mexican pokeweed. This work remains essential to protecting the county's agricultural resources, rangeland productivity, and native plant communities.

Pest	# Sites Surveyed	Control Method	Acres Treated	Acres Surveyed
Artichoke Thistle	1151	Chemical	196	66,427
Purple Starthistle	245	Chemical	40	8,636
Mexican Pokeweed	11	Manual	0.1	0.5

VERTEBRATE CONTROL

In Contra Costa County, the California ground squirrel is a highly destructive pest that causes millions of dollars in damage to local agriculture, suburban properties, and public infrastructure. When colonies reach a high threshold, their complex underground tunneling networks severely weaken the structural integrity of roadsides, building foundations, retaining walls, and landscaping. Beyond structural threats, these rodents damage local rangeland and crops, chew through plastic irrigation lines, and pose a public health risk as carriers of fleas that can transmit bubonic plague and tularemia.

FROM PLAGUE TO CROP PROTECTION:
A HISTORIC BATTLE WITH GROUND SQUIRRELS

In the early 20th century, Contra Costa County faced an unexpected public health threat: bubonic plague. Although the disease is extremely rare and treatable today, ground squirrels can host rat fleas that transmit the plague bacterium *Yersinia pestis*. In 1900, San Francisco reported California's first human fatality from bubonic plague, traced to infected rats in the city.

Plague Spreads to Contra Costa County

State and federal officials soon grew concerned that the disease could spread into wild rodent populations across the Bay Area. Their fears were realized in 1903, when a blacksmith from Pacheco died after reportedly shooting ground squirrels only days before. Weeks later, a railroad worker in the San Ramon Valley also succumbed to the plague. At the time, it was common for railroad workers to hunt and eat ground squirrels. The presence of infected squirrels posed a dual threat: danger to human health and potential disruption to the region's agricultural economy. Contra Costa County's expansive farmlands offered ideal habitat for large squirrel colonies, heightening concerns among farmers and public health officials.

"Squirrel Week"as seen in the Lompoc Journal March 1918

Growing Concern Over Ground Squirrels

Over the next couple of decades, bubonic plague spread throughout the surrounding regions and was a big concern for public health. While the rat is commonly associated with bubonic plague, squirrels are the most common disease host in western North America. In addition to being host to bubonic plague, ground squirrels are a major agricultural pest. In 1917, the federal government estimated that ground squirrels caused $30 million in crop damage, hindering efforts to produce grain crops to feed soldiers abroad during World War I.

California Ground Squirrels create extensive underground dens

California's "War on Squirrels"

In response to the growing threat, in 1918, California launched an aggressive and highly organized rodent control effort, often referred to as the state's "War on Squirrels." Proclaimed by California Governor William D. Stephens and the State Commission of Horticulture's Commissioner G. H. Hecke, the campaign aimed to significantly reduce ground squirrel populations, prevent crop damage, and stop the spread of the plague.

Legacy of Plague, Resilient Agricultural Pest in Modern Times

Despite these early eradication efforts, ground squirrel populations remain widespread and resilient across California today. Their adaptability and ability to thrive in rangelands, open fields, and agricultural areas continue to make them a familiar presence in Contra Costa County and beyond. Today, although plague persists at very low levels in wild rodent populations in the western United States, including California, it is rare, treatable, and closely monitored.

California ground squirrels destroy nut and fruit trees, vineyards, alfalfa, and grains.

PEST DETECTION

Protecting Our Agriculture
One Trap at a Time

PEST DETECTION SPECIALISTS

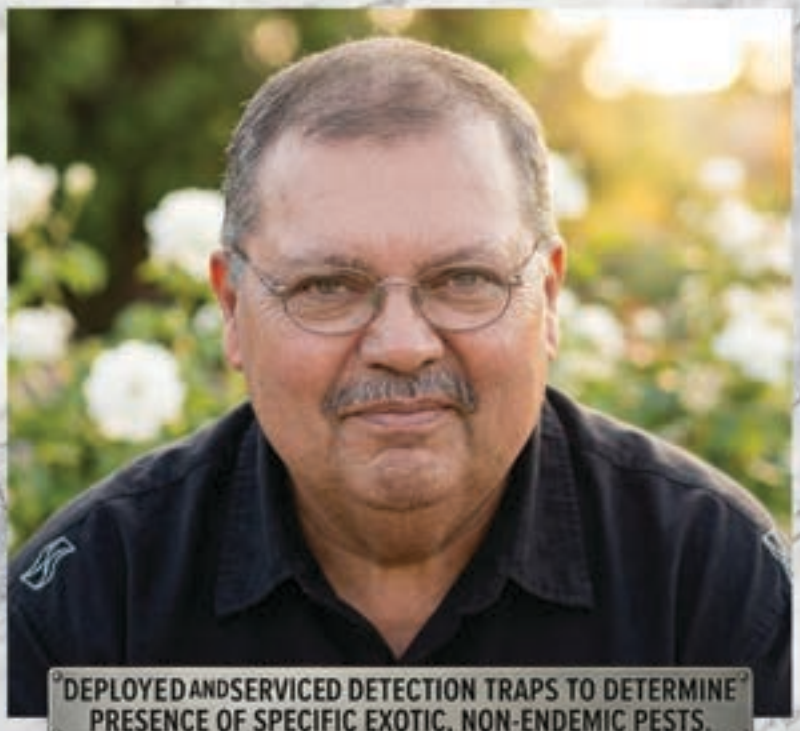
The Contra Costa County Department of Agriculture runs an insect trapping program to stop harmful invasive species of insects from damaging local crops and the environment. Our Pest Detection Specialists place over 6,000 insect traps in fruit trees throughout the county and service them on a set schedule. They inspect each trap looking for several invasive species of fruit flies. If an invasive insect is found, the team sets up a special zone to find and eradicate any others that may have invaded the county.

Pest Detection		2025		2024	
Pest	Trap Type	# Traps	# Servicings	# Traps	# Servicings
Mediterranean Fruit Fly	Jackson	877	11,905	877	11,359
General Fruit Fly	McPhail	863	25,002	863	25,023
Oriental Fruit Fly	Jackson	877	12,602	877	11,814
Melon Fly	Jackson	877	8,177	877	8,151
Glassywinged Sharpshooter	Yellow Panel	863	9,577	863	9,577
Spongy Moth	Delta	579	3,345	579	3,118
Japanese Beetle	Funnel	579	3,069	59	2,725
Asian Citrus Psyllid	Yellow Panel	865	2,508	865	4,489
European Grapevine Moth	Delta	99	1243	99	1022
Western Cherry Fruit Fly	Yellow Panel	137	1225	137	503

The Pest Detection Specialists work hard to protect our local agriculture from invasive species of insects like the Oriental Fruit Fly, Mediterranean Fruit Fly, Mexican Fruit Fly, and the Glassy-winged Sharpshooter.

IN REMEMBRANCE: RICK MATA

Dedicated Service to Contra Costa County: 1985 – 2025



DEPLOYED AND SERVICED DETECTION TRAPS TO DETERMINE PRESENCE OF SPECIFIC EXOTIC, NON-ENDEMIC PESTS.

Rick Mata was the longest-tenured Pest Detection Specialist in the history of Contra Costa County. As the county's very first Lead Pest Detection Specialist, he shaped the department's legacy by training multiple generations of trappers. His profound impact is reflected in the leadership he mentored.

Beyond his professional expertise, Rick was defined by his deep care for others. No matter the challenges he faced personally, he always prioritized helping those around him navigate their own struggles. He was also a steadfast supporter of Local 1, serving as a familiar, welcoming face at union meetings and the annual picnic. The Department is fundamentally changed without Rick Mata. His legacy lives on in our shared history and fondest memories.

COLLECT ALL 20

INVASIVE SPECIES TRADING CARDS

THE ULTIMATE COLLECTION

Contra Costa County Department of Agriculture produced trading cards which provide visual references and information for twenty of the most invasive and noxious species we are determined to keep out of California. We hand them out at educational events. These examples teach the youth what to look for and and why we need to prevent these pests from entering California. These cards are available at our office. They are a great way to learn about what plants and insects we are looking for and a beautiful way to educate the public. If you have any questions about these species or want a set, please contact our office.

CONTRA COSTA COUNTY

INTEGRITY & ACCURACY

DIVISION OF WEIGHTS AND MEASURES

The importance of a standardized system of weights and measures has been recognized by civilizations throughout history as a stabilizing force in commerce. These systems have long aimed to ensure fair, accurate, and trustworthy transactions between buyers and sellers. In California, efforts to establish consistent standards went through a tumultuous period from statehood in 1850 until 1913, when the Legislature created a unified statewide system overseen by the Office of the State Superintendent of Weights and Measures.

County officials became actively involved in this statewide system to help to verify that transactions in each County would be consistent throughout the state. Today, the Division of Measurement Standards operates within the California Department of Food and Agriculture. Contra Costa County's Weights and Measures officials have been helping to maintain a fair and equitable marketplace for more than a century.

Weights & Measures	2024	2025
Device Type	Number Inspected	Number Inspected
Vehicle Fuel Station Meters	8382	8764
Electric Submeters	6756	6313
Water Meters and Submeters	13100	14030
Vapor/LPG Meters and Submeters	3779	3367
Taxi Meters	94	75
Hydrogen Meters	6	6
EVSE	556	593
Other Measuring Devices		586
Petroleum Gas Stations (Labeling)	2024	2025
Light Capacity Retail Scales	2224	2344
Heavy Capacity Retail Scales	105	88
Vehicle/Railway Scales	102	98
Prescription/Jewelers Scales	33	36
Livestock/Animal Scales	14	14
Other Weighing Devices	2	2
Type	Tested	Tested
Retail Price Verification	5305	5528
Weighmaster	10	14
Investigations (Consumer Complaints)	18	60

FRESH • LOCAL • ORGANIC

DIRECT MARKETING

CALIFORNIA FARMERS MARKETS

Farmers' markets have been an integral part of Contra Costa County for more than a century. This 1921 photograph captures farmers and customers gathering in Pleasant Hill at a local market, highlighting the long-standing tradition of direct connection between growers and the community. These markets allow people to meet the individuals who produce their food, learn how it is grown, and experience the changing seasons through what is in harvest. With its rich soil and hardworking farming families, Contra Costa County continues to offer some of the freshest and most flavorful food in the region.

Use the QR code to access a video about a local bee keeper and the County's Farmers Markets.

CONTRA COSTA FARMERS' MARKETS

SATURDAY

Brentwood Farmers' Market	8am - 12pm	YEAR ROUND
Danville Farmers' Market	9am - 1pm	YEAR ROUND
Diablo Valley CFM	9am - 1pm	YEAR ROUND
Orinda Saturday Farmers' Market	9am - 1pm	YEAR ROUND
Pinole Farmers' Market	9am - 1pm	YEAR ROUND
San Ramon Farmers' Market	9am - 1pm	YEAR ROUND

SUNDAY

Alamo CFM	9am - 2pm	YEAR ROUND
Kensington Farmers' Market	9am - 2pm	YEAR ROUND
Martinez Farmers' Market	9am - 1pm	SEASONAL
Moraga CFM	9am - 1pm	YEAR ROUND
Richmond Marina Certified Farmers' Market	10am - 2pm	YEAR ROUND
Walnut Creek Sunday Farmers' Market	9am - 1pm	YEAR ROUND
Rivertown Certified Farmers' Market	9am - 1pm	SEASONAL

TUESDAY

Concord Tuesday Farmers' Market	10am - 2pm	YEAR ROUND

WEDNESDAY

Kaiser Walnut Creek Farmers' Market	9:30am - 2pm	YEAR ROUND

THURSDAY

Kaiser Richmond Farmer's Market	9:30am - 1:30pm	YEAR ROUND
Concord Thursday Farmers' Market	4-8 pm	SEASONAL
Kaiser Antioch Farmers' Market	9:30am - 1:30pm	SEASONAL

FRIDAY

Richmond Certified Farmers' Market Civil Center	7am - 5pm	YEAR ROUND
Rossmoor CFM	9:30am - 1pm	SEASONAL

Here, an Agricultural Inspector ensures that all produce is grown in California. A careful review of the Certified Producer Certificate confirms the specific commodities on display match what the farmer is legally authorized to sell.

Photos provided by East Contra Costa Historical Society

Roots in an Agricultural Landscape

Written by Lindsay Neuner

In Knightsen, agriculture is a way of life. Few structures better represent that heritage than the Knightsen Farm Bureau Building. Established in 1922, the building remains a prominent cultural anchor of eastern Contra Costa County.

The town of Knightsen was founded in 1898 during the expansion of the Santa Fe Railroad into eastern Contra Costa County. The railroad connected local farmers to broader markets and helped to transform the region into a thriving agricultural community. Almond orchards, dairies, apricots, grapes, and alfalfa fields quickly spread across the area, and by the 1920s the town had become one of California's major milk shipping points.

A photo of the heavy-weight paper curtain used on the stage. The original curtain featured hand-painted details and was part of the building until the 1980s when it was removed during a remodel because it was deemed to be a fire hazard.

As farming intensified, growers recognized the need for organization and cooperation. In 1918, local farmers established the Knightsen Farm Bureau. This was part of a broader statewide movement giving agricultural producers a unified voice in education, marketing, and policy. The newly formed Knightsen Farm Bureau hired chief carpenter R.A. Clark to oversee construction, with volunteers providing the labor to build the structure.

Building the Community's Gathering Place

Just four years later, in 1922, the organization completed construction on the meeting hall. The land was donated by town founder George W. Knight. More than a meeting space, the building quickly became the social and civic heart of the community. A record crowd of over 1,000 people from throughout East Contra Costa County attended the dedication on February 3, 1922.

For over a century, the hall has hosted:

- Farm meetings and agricultural education events;
- School graduations and youth programs;
- Weddings and holiday celebrations;
- Political gatherings and public forums;
- Church services and community plays;
- Emergency refuge during floods

The Farm Bureau Building Upon Completion

A Reflection of Agricultural Cooperation

The early 1900s marked the transition from dry farming to irrigated production after the creation of the Knightsen Irrigation District in 1920, allowing thousands of acres to be farmed more intensively and reliably. During this era, farmers increasingly relied on shared knowledge of pest control practices, water management strategies, and cooperative marketing. The Knightsen Farm Bureau Building was where the community gathered to share this information. The building therefore represents more than history; it symbolizes the cooperative spirit that enabled East County agriculture to prosper. Through decades of change, the Knightsen Farm Bureau Building has endured and continues to serve the community.

The Farm Bureau Building Today

More Than a Building

For the Contra Costa County agricultural community, the Knightsen Farm Bureau Building represents continuity. It's a link between past and present farmers who share the same land, water, and land stewardship responsibilities. For over 100 years, the Knightsen Farm Bureau Building has been where those connections happen. It is not just a historic hall. It is a record of the people who built Contra Costa County agriculture together.

SUPPORTING OUR FARMERS PROTECTING OUR ENVIRONMENT & SERVING OUR COMMUNITY

CONTRA COSTA COUNTY DEPARTMENT OF AGRICULTURE
DIVISION OF WEIGHTS & MEASURES

John Strentzel photographed in 1885 on his sprawling ranch in the Alhambra Valley Martinez, California

Contra Costa County Department of Agriculture
2380 Bisso Lane, Suite A, Concord, CA 94520
(925) 608-6600

3020 Second Street, Knightsen, CA 94548
(925) 427-8610

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3706 **Agenda Date:** 8/25/2026 **Agenda #:** C.5.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Contract with California Department of Food and Agriculture for County to provide pest detection and trapping services.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed $714,511 for the County to provide pest detection and trapping services for the period of July 1, 2026, through June 30, 2027.

FISCAL IMPACT:

The State will reimburse the County for expenses incurred in an amount not to exceed $714,511. This revenue has been budgeted in Fiscal Year 2025/2026. 100% State, no County match.

BACKGROUND:

The County shall provide for the placement and servicing of traps for the detection of exotic insect pests, which are considered hazardous to agriculture and the economy of California. The insects may include but are not limited to the Mediterranean Fruit Fly, Mexican Fruit Fly, Oriental Fruit Fly, Melon Fly, Gypsy Moth, and Japanese Beetle. This agreement includes delimitation work associated with the detection of one or more life stages of target pests in the County, which involves placement of additional traps around the detected pest(s) to determine the severity of the infestation. The service term is July 1, 2025, through June 30, 2026. This agreement includes an indemnification provision, which obligates the County to indemnify and defend the State for claims or losses arising out of the performance of this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in the loss of revenue to the County and possible threats to the local agriculture and residents of Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3707 **Agenda Date:** 8/25/2026 **Agenda #:** C.6.

To: Board of Supervisors

From: Ben Winkleblack, Animal Services Director

Report Title: Ratification of $500,000 Blanket Purchase Order with MWI Veterinary Supply Co. for FY 2026/27

RECOMMENDATIONS:
RATIFY the Purchasing Agent's execution, on behalf of the Animal Services Director, of a blanket purchase order with MWI Veterinary Supply Co. in an amount not to exceed $500,000 for veterinary pharmaceutical supplies and chemicals for the period of July 1, 2026, through June 30, 2027.

FISCAL IMPACT:
Projected FY 2026/2027 costs are $500,000 and budgeted. 60% City Contracts, 8% User Fees, 32% County General Fund.

BACKGROUND:
The Department's in-house medical program requires access to a broad range of pharmaceutical and chemical supplies to support the care of thousands of animals each year. The County's Public Works Purchasing Department conducted a formal competitive bid process in late 2022 on behalf of the Animal Services Department and awarded the bid to MWI Veterinary Supply Co. for three years with the option for a fourth and fifth year renewal.

With the Board's ratification, this FY 2026/27 Blanket Purchase Order of $500,000 enters its fifth and final year, allowing continued procurement of critical veterinary pharmaceuticals, medical supplies, and related products necessary for the health and welfare of animals in the County's care.

As this is the final renewal year available under the 2022 competitive bid award, the Department will initiate a new Request for Proposals (RFP) process during FY 2026/27 to competitively solicit veterinary pharmaceutical supply services for FY 2027/28 and beyond. This renewal is intended to maintain uninterrupted access to critical veterinary pharmaceuticals and supplies while the new competitive procurement process is prepared and conducted.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this action would impact the Department's capacity to provide mandated veterinary medical care for sick and injured animals in the County's shelter.

File #: 26-3708 **Agenda Date:** 8/25/2026 **Agenda #:** C.7.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Accept Board members meeting report for July 2026

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

ACCEPT Board Districts III, IV and V meeting reports for July 2026. District I, and II have nothing to report.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etcetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

Supervisor Diane Burgis - July 2026 AB1234 Rep

(Government Code Section 53232.3(d) requires that members legislative
attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
7-Jul	Board of Supervisors	Martinez
8-Jul	LAFCO	Martinez
9-Jul	Oak Grove Grand Opening	Concord
15-Jul	CCTA	Walnut Creek
16-Jul	SJJPA	Stockton
16-Jul	Delta Protection Commission	Pittsburg

* Reimbursement may come from an agency other than Contra Costa County

port
bodies report on meetings
meals, lodging, etc).

Purpose
Meeting
Meeting
Event
Meeting
Meeting
Meeting

Supervisor Ken Carlson - July 2026 AB1234 Report

(Government Code Section 53232.3(d) requires that members legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

Date	Meeting Name	Location	Purpose
1-Jul	Behavioral Health Board Meeting	Martinez	Decision on Agenda Items
2-Jul	Hoover Ranch	Bethel Island	Delta Tour
2-Jul	Big Break Center at the Delta	Oakley	Site Tour
7-Jul	Board of Supervisors	Martinez	Decision on Agenda Items
13-Jul	Meeting with County Administrator, Monica Nino		
14-Jul	Board of Supervisors	Martinez	Decision on Agenda Items

* Reimbursement may come from an agency other than Contra Costa County

Supervisor Shanelle Scales-Preston – July 2026 AB1234 Report

(Government Code Section 53232.3(d) requires that members legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

Date	Meeting Name	Location	Purpose
6 July	MCE Executive Board	Concord	Meeting
16 July	MCE Board of Directors Meeting	Concord	Meeting
31 July	Con Fire Copter1 Helicopter Flight	Byron	Event

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3709 **Agenda Date:** 8/25/2026 **Agenda #:** C.8.

To: Board of Supervisors

From: Matt Brega, Child Support Services Director

Report Title: Purchase Order for OPEX

Recommendation: Recommendation of a Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute a Master Maintenance Agreement with OPEX Corporation on behalf of the Director of Child Support Services, and execute a purchase order with OPEX Corporation, subject to the terms of the Master Maintenance Agreement, in an amount not to exceed $17,129 for a suite of barcode licenses for the Omation mail processing machine for the period August 1, 2026, through July 31, 2027.

FISCAL IMPACT:
This project will be fully funded by allocations from the Federal government at 66% and State of California at 34%.

BACKGROUND:
The Department of Child Support Services utilizes the Omation high volume mail processing machine to quickly sort and open envelopes. The OPEX Corporation (OPEX) provides a suite of barcode licenses to keep the machines operational. The Master Maintenance Agreement of the purchase order includes a limitation of liability capping liability at the amount of fees paid annually, and an indemnification provision from the County to OPEX.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the Department will not be able to use the high-speed mail machines and will lose efficiency when processing large amounts of mail.

Staff Report

File #: RES 2026-313 **Agenda Date:** 8/25/2026 **Agenda #:** C.9.

To: Board of Supervisors

From: Grant Colfax, Health Services Director

Report Title: International Overdose Awareness Day - August 31, 2026

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

ACCEPT recommendation to recognize August 31, 2026, as International Overdose Awareness Day in Contra Costa County; and ADOPT a resolution in recognition to the ongoing prevention efforts led by the Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition, East County MEDS Coalition, National Coalition Against Prescription Drug Abuse (NCAPDA), Behavioral Health and Health Department to raise overdose awareness and promote well-being among Contra Costa residents.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

Once a year, Behavioral Health and its partners acknowledge International Overdose Awareness Day in Contra Costa, to highlight prescription drug safety prevention efforts to increase the safety and well-being of Contra Costa residents.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to adopt this resolution would result in a missed opportunity to elevate awareness, reduce the stigma surrounding substance use disorder and drug-related deaths and recognize ongoing prevention, education, harm reduction, and naloxone access efforts led by the Contra Costa County MEDS Coalition, the East County MEDS Coalition, NCAPDA, Behavioral Health, and the Health Department.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Recognizing August 31, 2026, as International Overdose Awareness Day in Contra Costa County

WHEREAS, the Contra Costa County Board of Supervisors does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, we recognize that the purpose of International Overdose Awareness Day is to remember loved ones lost to overdose, support those they left behind, and to end the stigma surrounding substance use disorder (SUD) and drug-related deaths, and

WHEREAS, in 2023, per the California Overdose Surveillance Dashboard, there were 447,583 opioid prescriptions dispensed in Contra Costa County, an age-adjusted rate of 313.9 per 1,000 residents, higher than the statewide rate of 296.0, and

WHEREAS, in 2024, a total of 17,083 emergency department visits related to any opioid overdose occurred in California, 332 of which occurred among Contra Costa County residents, along with 99 opioid-related hospitalizations in the county, and

WHEREAS, according to the Centers for Disease Control and Prevention, 79,384 drug overdose deaths occurred in the United States in 2024, including 54,045 deaths involving opioids; and per the California Overdose Surveillance Dashboard, 5,462 Californians lost their lives to opioid-related overdose that same year, including 123 Contra Costa County residents; and

WHEREAS, the age-adjusted drug overdose death rate in the United States decreased by 26.2 percent from 2023 to 2024, the largest annual decline in a decade, progress that reflects sustained prevention, education, treatment, harm reduction, and naloxone access efforts that must be continued, and

WHEREAS, we resolve to play our part in reducing the toll of overdose in our community, which continues to claim the lives of Contra Costa County community members every year and forever affects those who loved and cared about them, and

WHEREAS, we affirm that the people affected by overdoses are our sons and daughters, our mothers and fathers, our brothers and sisters, family members, and loved ones, and are deserving of our love, compassion, support, and remembrance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County, along with the Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition, the East County MEDS Coalition, and the National Coalition Against Prescription Drug Abuse (NCAPDA), Behavioral Health, Health Department and other community members, does hereby proclaims August 31st, 2026, as the 25th International Overdose Awareness Day “25 Years On. Still Needed.”

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-314 **Agenda Date:** 8/25/2026 **Agenda #:** C.10.

To: Board of Supervisors

From: Matt Brega, Child Support Services Director

Report Title: Child Support Awareness Month

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution proclaiming August 2026 as Child Support Awareness Month in Contra Costa County, as recommended by the Director of Child Support Services.

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

BACKGROUND:
In August 1995, President Bill Clinton officially proclaimed August as National Child Support Awareness Month to ensure America's continued focus on child support and paternity establishment efforts. States across the country continue to observe National Child Support
Awareness Month every August by celebrating the strides they have made to ensure that children receive the financial and emotional support they deserve from their parents.

Each year in California, the Governor proclaims August as Child Support Awareness Month. This year's theme, "Parenting can be complicated. Support can be simpler.", recognizes the ongoing work to make the child support process clearer, easier to understand, and more accessible for parents.

CONSEQUENCE OF NEGATIVE ACTION:
August 2026 will not be recognized as Child Support Awareness Month in Contra Costa County.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF proclaiming August 2026 as Child Support Awareness Month in Contra Costa County.

WHEREAS, August is Child Support Awareness Month, a time across the country and in California to recognize the responsibilities parents manage when raising children together; and

WHEREAS, this year's theme is "Parenting can be complicated. Support can be simpler." and highlights Contra Costa County's ongoing work to make the child support process clearer, easier to understand, and more accessible for parents; and

WHEREAS, Contra Costa County's Department of Child Support Services (DCSS) provides services that help parents through every step, including setting up and changing court orders, locating parents, completing genetic testing, arranging medical support, and handling payment collection and distribution; and

WHEREAS, these services are free or low-cost to ensure all families can get the support they need; and

WHEREAS, the Department's purpose is to listen to, respect and support customers so that children can receive the emotional and financial support they need to thrive; and

WHEREAS, this is accomplished by providing process education, customer access, and flexible enforcement to support consistent child support payments; and

WHEREAS, during Child Support Awareness Month, Contra Costa County DCSS renews its commitment to reach those who need services and provide results; and

WHEREAS, by offering tools that make the process more transparent and flexible, Contra Costa County DCSS aims to help parents focus on what matters most: creating stable, nurturing environments where children can grow and thrive.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby proclaim August 2026 as Child Support Awareness Month in Contra Costa County.

File #: RES 2026-315 **Agenda Date:** 8/25/2026 **Agenda #:** C.11.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: RECOGNIZING HARVEST TIME IN BRENTWOOD ON THE OCCASION OF THEIR 50TH ANNIVERSARY

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ADOPT Resolution Recognizing Harvest Time Brentwood on the Occasion of Their 50TH Anniversary as Recommended by the Supervisor Diane Burgis

FISCAL IMPACT:
None

BACKGROUND:
See Resolution

CONSEQUENCE OF NEGATIVE ACTION:
None

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RECOGNIZING HARVEST TIME IN BRENTWOOD ON THE OCCASION OF THEIR 50TH ANNIVERSARY

WHEREAS, since 1976, Harvest Time, a non-profit organization in Brentwood has connected families and visitors gaining global recognition as the U-Pick Capital of the World. For the last 50 years, Harvest Time has remained dedicated to supporting local farms, farm stands, educating the general public and "foodies" about farming, while improving agritourism in Brentwood, Oakley and the surrounding towns of East Contra Costa County, including Byron and Knightsen. Each year, they champion farmers through the annual educational Farm Trail Map to help visitors discover, support, and return to our local growers' season after season; and

WHEREAS, Harvest Time has become the ultimate U-Pick destination, with over 65 farms offering a delightful array of U-Pick options, visitors near and far come by every year seeking the freshest produce, vibrant farm experiences, and the abundance of the year's harvest. U-Pick isn't just an experience, it's a cherished tradition that farmers and visitors anticipate year after year; and

WHEREAS, for five decades, the spirit of farms in East Contra Costa County has been defined by its soil, what started as a vision to protect the agricultural heritage blossomed into a legacy that now serves as the bridge between hardworking farmers and the community, ensuring that local farms thrive; and

WHEREAS, the families behind these farms represent a legacy that stretches back over a century. When you look across a cherry orchard or a field of summer corn, you are seeing the tireless dedication of local families. Many of these families were stewards of this land long before Brentwood was even incorporated as a city, and their roots run deeper than the oldest trees in our valley; and

WHEREAS, the impact of these multi-generational families stretches far beyond the fence line of the farm. They are the quiet benefactors of our schools, ensuring children have the resources they need to grow alongside crops. From sponsoring local sports teams to providing first jobs for teenagers, farmers invest in the character of the next generation. They serve on city and local boards, support our nearby small businesses, and have been the bedrock of civic life in East Contra Costa County since the very beginning; and

WHEREAS, these families have shaped the very identity of Brentwood and beyond, bringing recognition to East Contra Costa County across the region and around the world; and whether a longtime neighbor or a visitor traveling from afar to experience the magic of a Harvest Time harvest, each is part of this shared story; and

WHEREAS, the "U-Pick" experience helps ensure that this land remains vibrant, green, and agriculturally productive for generations to come, and as Harvest Time celebrates this significant milestone, it reaffirms its enduring commitment to its founding mission while honoring its rich history and looking ahead with renewed purpose; and

WHEREAS, Harvest Time draws strength from the families and farmers who have guided its journey, and it is well-positioned for continued growth. Over the past fifty years, its dedication has helped preserve agricultural heritage while establishing East Contra Costa County as a valued and thriving agritourism destination; and

NOW, THEREFORE, BE IT RESOLVED: that the Contra Costa County Board of Supervisors does hereby recognize and commend Harvest Time for fifty years of steadfast commitment to preserving roots, building resilience, and community service in East Contra Costa County, for its ongoing support of local farmers and stewardship of the land, and for its role in enhancing the region's identity as a premier agricultural and visitor destination. The Board extends its sincere congratulations to Harvest Time on this milestone anniversary, with appreciation for its past achievements and best wishes for continued success in the generations to come.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3710 **Agenda Date:** 8/25/2026 **Agenda #:** C.12.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: Vacancy on the Kensington Municipal Advisory Council

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ACCEPT the resignation of Reunuel D Cooke, DECLARE a vacancy in the Appointee 3 on the Kensington 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 Kensington MAC advises the Board of Supervisors, County Planning Commission, and the Zoning Administrator on land use issues and other concerns affecting the unincorporated community of Kensington. The Tree Arbitration Board (KMAC) is charged with the review of applications to establish the right of a property owner to seek the restoration of views and sunlight that existed when the property owner purchased their property, and to establish a process by which property owners may seek restoration of these views and sunlight when they are unreasonably obstructed by the growth of trees on another property within its jurisdiction. The Tree Arbitration Board's jurisdiction is defined by Contra Costa County Tree Obstruction of Views Ordinance (Chapter 816-2 of the County Ordinance Code). Currently we have two vacancies and five active members on this advisory council. The term length is four years and there is no term limit.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would not be declared vacant which would hinder the ability to recruit to fill the position and could cause quorum issues for the body.

File #: 26-3711 **Agenda Date:** 8/25/2026 **Agenda #:** C.13.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: ACCEPT the resignation of Christy Lam-Julian, DECLARE a vacancy in the At-Large #9 seat on the Contra Costa Commission for Women and Girls for a term ending February 28, 2027, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the resignation of Christy Lam-Julian, DECLARE a vacancy in the At-Large #9 seat on the Contra Costa Commission for Women and Girls for a term ending February 28, 2027, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa Commission for Women and Girls (CCCWG) was formed to educate the community and advise the Contra Costa County Board of Supervisors on issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged. The Commission's mission is, "to improve the economic status, social welfare, and overall quality of life for women in Contra Costa County."

The Commission consists of 15 members and one Alternate At-Large member including: five district representatives (one from each supervisorial district), ten At-Large members, and one Alternate. The five district representatives are nominated for a four-year term by each member of the Board of Supervisors. The ten At-Large members and the one alternate are nominated by the CCCWG Membership Committee and forwarded to the full CCCWG. The full CCCWG then makes appointment recommendations to the Family and Human Services Committee. All Commission seat terms are for a period of four (4) years with staggered expiration dates.

Ms. Christy Lam-Julian served on the Commission since June 4, 2024, and notified the Commission of her resignation effective July 27, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would not be declared vacant and a new appointment to the position could not be made.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3712 **Agenda Date:** 8/25/2026 **Agenda #:** C.14.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Economic Opportunity Council Resignation & Declare Vacancy

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ACCEPT the resignation of Monisha Merchant, DECLARE a vacancy in the Private/Non-Profit Sector 4 seat on the Economic Opportunity Council for a term ending on June 30, 2027, and DIRECT the Clerk of the Board to post the vacancy.

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

BACKGROUND:
Monisha Merchant was appointed by the Board of Supervisors on June 24, 2025 with a term ending in June 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
The seat would not be declared vacant which would hinder the ability to recruit to fill the position and could cause quorum issues for the body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3713 **Agenda Date:** 8/25/2026 **Agenda #:** C.15.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Vacancy on the Los Medanos Health Advisory Committee

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ACCEPT the resignation of Dr. Sefanit Mekuria; DECLARE a vacancy in the Public Health Division Seat on the Los Medanos Health Advisory Committee, for a term ending on December 31, 2026; and DIRECT the Clerk of the Board to post the vacancy.

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

BACKGROUND:
The Los Medanos Community Health Advisory Committee (LMHAC) was created by the Board of Supervisors in 2018 pursuant to the terms and conditions approved by the Contra Costa Local Agency Formation Commission (LAFCo) to dissolve the Los Medanos Community Healthcare District.

The purpose of the LMHAC is to:

1. Develop an area health plan that identifies the major health disparities that impact residents of the former LMCHD service area and establishes priorities for improving health outcomes. The plan will be presented to the Board of Supervisors for review and will not be final unless adopted by the Board of Supervisors. The LMHAC shall submit an updated plan for approval by the Board of Supervisors no less than every five years.

2. Health Plan Service Program (the "Service Program") and can address the priorities outlined in the adopted plan.

3. Monitor the efficacy of the programs funded by the grant program.

4. Report to the Board of Supervisors no less than once per year on the execution of the adopted plan, the grants provided under the grant program, the results achieved through the adopted plan and the grant program, and other matters that relate to the LMHAC's purpose and duties.

Appointment to the Los Medanos Health Advisory Committee:

The LMHAC is composed of seven seats appointed by the Board of Supervisors as follows: two from the Pittsburg City Council, two from the Bay Point Municipal Advisory Council (MAC), two from the Health Services Department (one from Public Health and one from Behavioral Health) and one from the Internal Operations Committee of the Board of Supervisors.

Dr. Mekuria stepped down due to shifting priorities, as the Director of Public Health who now oversees the Los Medanos Health Area program. Her resignation is effective immediately and the Public Health Division Seat term is set to expire on December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
The seat would not be declared vacant, which would hinder the ability to recruit to fill the position and could cause quorum issues for the body.

File #: 26-3714 **Agenda Date:** 8/25/2026 **Agenda #:** C.16.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: Vacancy on the Kensington Municipal Advisory Council

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

ACCEPT the resignation of Lloyd Cowell, DECLARE a vacancy in the Appointee 1 on the Kensington Municipal Advisory Council, for a term ending on December 31, 2026, and DIRECT the clerk of the Board to post vacancy.

FISCAL IMPACT:

None.

BACKGROUND:

The Kensington MAC advises the Board of Supervisors, County Planning Commission, and the Zoning Administrator on land use issues and other concerns affecting the unincorporated community of Kensington. The Tree Arbitration Board (KMAC) is charged with the review of applications to establish the right of a property owner to seek the restoration of views and sunlight that existed when the property owner purchased their property, and to establish a process by which property owners may seek restoration of these views and sunlight when they are unreasonably obstructed by the growth of trees on another property within its jurisdiction. The Tree Arbitration Board's jurisdiction is defined by Contra Costa County Tree Obstruction of Views Ordinance (Chapter 816-2 of the County Ordinance Code). Currently we have two vacant seats and five active members on this advisory council. The term is four years, and there is no term limit.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would not be declared vacant which would hinder the ability to recruit to fill the position and could cause quorum issues for the body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3715 **Agenda Date:** 8/25/2026 **Agenda #:** C.17.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: APPOINT Carnial Booker Sr to the Alternate Seat 1 on the East Richmond Heights Municipal Advisory Council, with a term ending in December 31, 2026

Recommendation: No Recommendation

RECOMMENDATIONS:
APPOINT Carnial Booker Sr to the Alternate Seat 1 on the East Richmond Heights Municipal Advisory Council, for a term ending in December 31, 2026, as recommended by Supervisor Gioia.

FISCAL IMPACT:
none

BACKGROUND:
The East Richmond Heights Municipal Advisory Council was created to advise the Board of Supervisors or other local government agencies on issues and concerns related the unincorporated community of East Richmond Heights

CONSEQUENCE OF NEGATIVE ACTION:
The East Richmond Heights Municipal Advisory Council may not be able to conduct routine business.

Application Form

Profile

Carnial
First Name

Middle Initial

Booker Sr
Last Name

[redacted]
Home Address

Suite or Apt

[redacted]

State

Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 1

Oakland Unified School Distict
Employer

Special Education Teacher/ Athletic Director
Job Title

Length of Employment

25

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?

50 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

East Richmond Heights Municipal Advisory Council: Submitted

Seat Name

alternate Seat 1 or 2

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?

2

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

B.S Criminal Justice

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

National University

Degree Type / Course of Study / Major

Special Education Credential / Masters in Special 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:

Occupational Licenses Completed: • Teaching Credential / State Teaching License • Coaching Certifications • CPR Certification

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I would like to serve on this board, committee, or commission because I care deeply about my community and want to contribute my experience and perspective to help make a positive difference. I have lived in this community for 50 years, which has given me a strong understanding of its history, strengths, and the needs of its residents. I am committed to working collaboratively, listening to community members, and supporting decisions that benefit everyone. Serving in this role would be an opportunity to give back to the community that has been my home for so many years.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I believe I am well qualified for this appointment because of my many years of teaching experience and my long-standing commitment to this community. As an educator, I developed strong skills in communication, problem-solving, collaboration, and working with people from diverse backgrounds. Teaching required me to listen carefully, make thoughtful decisions, and advocate for the needs of students and families. In addition, having lived in this community for 50 years, I have a deep understanding of its history, values, and the issues that matter most to residents. I am committed to serving with integrity, fairness, and a collaborative spirit, and I would be honored to use my experience to support and strengthen our community.

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 #: 26-3716 **Agenda Date:** 8/25/2026 **Agenda #:** C.18.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: APPOINT Bara Sapir to the District 1, seat 4 vacancy on the East Richmond Heights Municipal Advisory Council with a term ending December 31, 2026

Recommendation: No Recommendation

RECOMMENDATIONS:
APPOINT Bara Sapir to Seat 4 on the East Richmond Heights Municipal Advisory Council for a term ending December 31, 2026, as recommended by Supervisor Gioia.

FISCAL IMPACT:
none

BACKGROUND:
The East Richmond Heights Municipal Advisory Council was created to advise the Board of Supervisors or other local government agencies on issues and concerns related the unincorporated community of East Richmond Heights

CONSEQUENCE OF NEGATIVE ACTION:
The East Richmond Heights Municipal Advisory Council may not be able to conduct routine business.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3717 **Agenda Date:** 8/25/2026 **Agenda #:** C.19.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: APPROVE amendments to the Bylaws of the Juvenile Justice Coordinating Council (JJCC), as recommended by the Juvenile Justice Coordinating Council on June 17, 2026.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE amendments to the Bylaws for the Juvenile Justice Coordinating Council (JJCC), as recommended by the Juvenile Justice Coordinating Council on June 17, 2026.

FISCAL IMPACT:
There is no fiscal impact associated with this action.

BACKGROUND:
The Juvenile Justice Coordinating Council (JJCC) advises the Board of Supervisors on the development and implementation of a multi-agency juvenile justice plan with several critical components to specifically target at-risk juveniles, juvenile non-governmental organizations engaged in activities designed to reduce juvenile crime and delinquency countywide through information sharing and appropriate data outcomes.

On June 17, 2026, the Juvenile Justice Coordinating Council (JJCC) approved a series of revisions to the bylaws. These changes impact several sections and articles, as outlined below.

Article II - Membership
Section A. Line 13 revised to add (4)
Section A, Line 14 revised to add (2)
Section A, Line 15 revised to add (2)

Section B. Terms of Office:
Includes a new paragraph and split into two paragraphs:

1. *Ex Officio Members:* Ex Officio members shall serve during their terms of office. Notification of changes to Ex-Officio Membership must be confirmed in writing by the Ex-Officio member to the Probation Chief, and received prior to publication of the public agenda, in order for new Ex-Officio

members to serve in an active role in JJCC or subcommittee meeting capacity.

2. Members Appointed by the Board of Supervisors: Members appointed by the Board of Supervisors shall serve a term of two years. Terms shall commence on fixed dates of either July 31, or December 31.

Section B. Paragraph 1: Revised to use a lowercase "s" in the word "subcommittee."

Section D. Vacancies: Revised as follows:
The new paragraph below has been removed from Section D, revised and information has been added to Section B paragraph 2:

To ensure clarity and consistency, all terms for appointed seats will be set to fixed dates: July 31st and December 31st, every two years. Term lengths for ongoing recruitment and for any seats requiring extensions will be adjusted to align with these new term dates, which will occur every two years thereafter.

Section F. Alternates: Revised to use a lowercase "s" in the word "subcommittee."

Section G. Training Requirements: Number 1. Revised as follows:

1. Members and alternates must view the following training videos within 90 days of appointment:
   - Implicit Bias Training has been added to the requirements.

Article III - Structure
Section B. Other Committees: Revised to Subcommittees:

Section B. Numbers 1, 3, 7, 8, 9, 10, 11, and 12 have been revised as follows:

- Number 1: Subcommittees must be established via a simple majority vote.
- Number 3: Subcommittees are limited to no more than nine (9) members, so as not to exceed a majority of the Council.
- Number 7: Revised to use Subcommittees in both instances of the word "The Subcommittee."
- Number 8: Revised as follows: For each regularly scheduled subcommittee meeting, subcommittee members shall confirm whether they will be attending the subcommittee meeting at least two (2) business days before the meeting is scheduled to take place. Regularly scheduled subcommittee meetings will only be held if a sufficient number of subcommittee members to establish a quorum confirm their attendance at least two (2) business days in advance of the meeting.
- Number 9: Revised as follows: If a quorum cannot be established for two (2) consecutive subcommittee meetings-whether because an insufficient number of subcommittee members fail to confirm their attendance in advance of a scheduled meeting, or otherwise-the validity of maintaining the subcommittee will be placed on the next agenda for the full Council.
- Number 10: Revised as follows: Each subcommittee will function with a subcommittee chair(s). Subcommittee chairs will be elected by their respective subcommittee.
- Number 11: Revised as follows: Subcommittee chairs, or their designees, are expected to devote four (4) to eight (8) hours to subcommittee work each month in which a subcommittee meeting is scheduled.

Such work shall include, but is not limited to, the following: participating in preparation meetings; creating, editing and/or reviewing meeting materials; developing agendas; convening necessary working groups; and ensuring compliance with the Bylaws of the Council.

- Number 12: Revised as follows: Subcommittee members, including subcommittee chairs, who are absent from two (2) consecutive subcommittee meetings may be replaced or removed from the subcommittee by a majority vote of the subcommittee.

Article IV - Meetings

A. Section C. Quorum: Revised as follows: A quorum of the Council shall be a majority of the total number of authorized positions on the Council, not a majority of the total number of filled positions on the Council. Likewise, a quorum of a subcommittee shall be a majority of the total number of authorized positions on the applicable subcommittee, not a majority of the total number of filled positions on the applicable subcommittee.

Attached are the redlined changes to the bylaws, along with a clean version of the changes.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommended changes are not approved, the amendments recommended by the Juvenile Justice Coordinating Council would not be formally accepted by the Board of Supervisors.

CONTRA COSTA COUNTY JUVENILE JUSTICE COORDINATING COUNCIL

BYLAWS

(Board of Supervisors adoption pending)
(Revisions approved by JJCC on (~~June 17~~ ,2026)

Article I - **Purpose**

The purpose of the Juvenile Justice Coordinating Council ("Council ~~I~~") is to: (1) develop and implement a continuum of County-based responses to juvenile crime, as provided for in California Welfare & Institutions Code section 749.22; (2) review and update the County's multiagency juvenile justice plan, as provided in California Government Code section 30061(b)(4); and (3) co-function as the County's Juvenile Delinquency Prevention Commission by coordinating on a Countywide basis the work of community agencies engaged in activities designed to prevent juvenile delinquency, as provided for in California Welfare & Institutions Code sections 233 through 236.

Article II - **Membership**

~~A.~~ Composition: The Council shall consist of a total of twenty (20) members, composed of *ex-officio* and appointed members with the following composition, pursuant to Welfare & Institutions Code sections 233 *et seq.* and 749.22:

Twelve (12) Ex-Officio Members:

1. Chief Probation Officer, as Chair
2. District Attorney's Office representative
3. Public Defender's Office representative
4. Sheriff's Office representative
5. Board of Supervisors' representative
6. Employment and Human Services Department representative
7. County Alcohol and Drugs Division representative
8. Behavioral Health Services (Mental Health) representative
9. Public Health representative
10. Juvenile Justice Commission Chair
11. City Police Department representative (rotating between Richmond, Antioch, Concord, Pittsburg)
12. One County Office of Education or a School District Representative

Eight (8) Appointed Members (appointed by the Board of Supervisors):

1. Four (4) at-large community members, residing or working within the County
2. Two (2) at-large non-profit community-based organization representatives
3. Two (2) at-large youth members, ages 14 through 25, residing or working within the County.

~~B.~~ Terms of Office: ~~*Ex-Officio* members shall serve during their terms of office. Non-ex-~~
B. → ~~*officio* members appointed by the Board of Supervisors shall serve a term of two years.~~

1. Ex Officio Members: Ex Officio members shall serve during their terms of office. Notification of changes to Ex-Officio Membership must be confirmed in writing by the Ex-Officio member to the Probation Chief and received prior to publication of the public agenda in order for new Ex-Officio members to serve in an active role in JJCC or s~~S~~ubcommittee meeting capacity.

2. Members Appointed by the Board of Supervisors: Members appointed by the Board of Supervisors shall serve a term of two years. Terms shall commence on fixed dates of either July 31, or December 31.

~~C.~~ Resignation: Any appointed member may resign by giving written notice to the Clerk of the Board of Supervisors.

~~D.~~ Vacancies: The Council shall comply with the system for new appointments, resignations, and replacements for Appointed Members as specified by the Contra Costa County Board of Supervisors. Whenever an unscheduled vacancy occurs, the Board of Supervisors will fill the vacancy pursuant to Government Code section 54974. The term for the incoming member will be to fill the vacancy for the remainder of the original term.

~~To ensure clarity and consistency, all terms for appointed seats will be set to fixed dates: July 31st and December 31st, every two years. The term lengths for ongoing recruitment and for any seats requiring extensions will be adjusted to align with these new term dates, which will occur every two years thereafter.~~

~~E.~~ Absences:

1. *Ex-Officio Members:* Members of the Council who have three (3) consecutive absences from the scheduled meetings or who have not fulfilled their duties for a three-month period may be reported to the respective department head.
2. *Members Appointed by the Board of Supervisors:* Members of the Council who have three (3) consecutive absences from the scheduled meetings or who have not fulfilled their duties for a three-month period may be declared inactive by Council ~~I.~~ This inactive seat may be declared vacant and filled by the Board of Supervisors.

~~F.~~ Alternates: A member of the Council may be represented by an alternate selected to attend from the same agency/organization if the Council member is not able to attend. Alternates for Community and Youth Representatives may be appointed by the Board of Supervisors.

1. Alternates attending JJCC or JJCC s~~S~~ubcommittee meetings on behalf of a councilmember have the rights and responsibilities of the councilmember during the course of the meeting.
2. When fulfilling the councilmember alternate role, alternates may only act as an alternate subcommittee member, and not also as a member of the public or other type of representative.

~~G.~~ Training Requirements:

1. Members and alternates must view the following training videos within 90 ~~60~~ days of appointment:
   - Brown Act and Better Government Ordinance Training Video; and
   - Ethics Training
   - Implicit Bias Training
2. Members and alternates must complete "Training Certification for Members of a County Advisory Body."
3. Members and alternates must attend any future trainings deemed necessary by the Council, or required by law.

4. Certification/proof of completion must be submitted to the Chief of Probation's Executive Secretary once completed.

Article III- Structure

A. Officers: In accordance with State law, the Chief Probation Officer shall serve as the Chair of the Council. The Chief Probation Officer may appoint an alternate to serve as the Chair in his/her absence.

B. ~~Other Committees~~ Subcommittees: The Council may establish subcommittees, as follows, on either a permanent {standing) or temporary (ad hoc) basis to address specific issues or concerns:

1. Subcommittees must be established via a ~~supermajority~~ simple majority vote.
2. Subcommittees may only be composed of Council members except as otherwise specified by statute or county ordinance.
3. Subcommittees are limited to no more than nine (9) members so as not to exceed a majority of the Council.
4. Subcommittees must report back to the Council at the Council's regularly scheduled meetings.
5. Subcommittee decisions shall be made by vote and governed by voting and quorum rules set forth in these Bylaws. Decisions and voting tallies will be recorded in the meeting summary report.
6. Subcommittees shall not engage in activities that are not within the purpose and responsibilities outlined in these Bylaws and statutory requirements.
7. ~~The s~~Subcommittees Subcommittees may recommend policies and decisions falling within their scope of authority to the full Council for approval~~,~~; however, ~~the~~ s~~S~~ubcommittees have no authority to establish policy, make decisions, or hold non-public meetings.
8. For each regularly scheduled subcommittee meeting, subcommittee members shall confirm whether they will be attending the subcommittee meeting at least two (2) business days before the meeting is scheduled to take place. Regularly scheduled subcommittee meetings will only be held if a sufficient number of subcommittee members to establish a quorum confirm their attendance at least two (2) business days in advance of the meeting.~~Quorum for each subcommittee meeting must be established by close of business two (2) business days before each subcommittee meeting.~~
9. If a quorum cannot be established for two (2) consecutive subcommittee meetings~~,~~ —whether because an insufficient number of subcommittee members fail to confirm their attendance in advance of a scheduled meeting, or otherwise—the validity of maintaining the subcommittee will be placed on the next agenda for the full Council.
10. Each subcommittee will function with a subcommittee ~~Chair~~ chair(s). Subcommittee chairs will be elected by their respective subcommittee.
11. Subcommittee ~~Chair(s)~~ chairs, or their designees, are expected to devote four (4) to eight (8) hours to subcommittee work each month in which a subcommittee meeting is scheduled. ~~including but not limited to:~~ Such work shall include, but is not limited to, the following: participating in preparation meetings~~,~~; creating, editing and/or reviewing meeting materials~~,~~; developing agendas~~,~~; convening necessary working groups~~,~~ ;and ensuring compliance with the Bylaws of the Council.
12. Subcommittee members, including subcommittee chairs, ~~Chair(s) or members~~ who are absent from two (2) consecutive subcommittee meetings may be replaced or removed from the subcommittee by a majority vote of the subcommittee.

Article IV- Meetings

A. Regular Meetings: Regular meetings of the Council and other standing committees shall be held at least quarterly based on a schedule adopted by the Council and that schedule may be changed or augmented as needed. In addition, regularly scheduled meetings may be canceled by a majority vote of the Council, or by the Chair for lack of business or a quorum.

B. Special Meetings: Special meetings of the Council or any other committees may be called by the Chair at any time. Such meetings shall be called in accordance with the provisions of the Brown Act and the Contra Costa County Better Government Ordinance regarding member and public notice.

C. Quorum: A quorum of the Council~~, or any other subcommittee,~~ shall be a majority of the total number of authorized positions on the Council, not a majority of the total number of filled positions on the Council. Likewise, a quorum of a subcommittee shall be a majority of the total number of authorized positions on the applicable subcommittee, not a majority of the total number of filled positions on the applicable subcommittee..

~~1. The Brown Act requires that a majority of the members are present in person in order to meet quorum. However, members are allowed two (2) attendance exemptions per year. A formal exemption allows your attendance to count towards quorum and voting, but each member can only use the exemption twice per year for all JJCC related meetings (full body and subcommittee).~~

D. Voting: Each member of the Council, or subcommittee, has one vote and a majority vote of the members present is needed to pass a motion. Should there not be sufficient authorized members, or their alternates, present to constitute a quorum there can be no action on that matter.

E. Conflict of Interest: As a general rule, no member shall participate as a member in any discussion or voting if doing so would constitute a conflict of interest Meeting Procedure: The Chair will preside at all meetings and proceed with the business of the Council in a manner prescribed in these bylaws. The Chair will also decide questions of parliamentary procedure as needed.

F. Order of Business: The regular order of business of the Council or any other standing committee shall be:

1. Call to order
2. Public comment on non-agenized items
3. Approve Record of Action from prior meeting
4. Consideration and action on agenda items
5. Adjournment

G. Public Access: All meetings of the Council and any other standing committees shall be open and accessible to the general public in accordance with the Ralph M. Brown Act and the Contra Costa County Better Government Ordinance. Opportunity for public comment will be included in each agenda item, and the Council may adopt in advance rules for public comment.

Article V - Administration

The Council shall obtain staff support from the Probation Department. The staff will be responsible for the compilation and distribution of Council and committee meeting notices and agendas. All records shall be maintained by appropriate staff.

Members of the Council shall serve without compensation and shall not receive reimbursement

for any expenses incurred while conducting official business.

Article VI - Changes to Bylaws

The provisions of these Bylaws may be altered, amended or repealed by the Council, within the limitations imposed by the Brown Act, the Contra Costa County Better Government Ordinance and the policies of the Contra Costa County Board of Supervisors. No such alteration, amendment or repeal shall be effective unless and until the change has been approved by the Board of Supervisors.

CONTRA COSTA COUNTY JUVENILE JUSTICE COORDINATING COUNCIL

BYLAWS

(Board of Supervisors adoption pending)
(Revisions approved by JJCC on (____, 2026)

Article I - Purpose

The purpose of the Juvenile Justice Coordinating Council ("Council ") is to: (1) develop and implement a continuum of County-based responses to juvenile crime, as provided for in California Welfare & Institutions Code section 749.22; (2) review and update the County's multiagency juvenile justice plan, as provided in California Government Code section 30061(b)(4); and (3) co-function as the County's Juvenile Delinquency Prevention Commission by coordinating on a Countywide basis the work of community agencies engaged in activities designed to prevent juvenile delinquency, as provided for in California Welfare & Institutions Code sections 233 through 236.

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15. Two (2) at-large youth members, ages 14 through 25, residing or working within the County.

B. Terms of Office:

1. *Ex Officio Members*: Ex Officio members shall serve during their terms of office. Notification of changes to Ex-Officio Membership must be confirmed in writing by the Ex-Officio member to the Probation Chief, and received prior to publication of the public agenda, in order for new Ex-Officio members to serve in an active role in JJCC or subcommittee meeting capacity.

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2. When fulfilling the councilmember alternate role, alternates may only act as an alternate subcommittee member, and not also as a member of the public or other type of representative.

G. Training Requirements:
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3. Members and alternates must attend any future trainings deemed necessary by the Council, or required by law.
4. Certification/proof of completion must be submitted to the Chief of Probation's Executive Secretary once completed.

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4. Subcommittees must report back to the Council at the Council's regularly scheduled meetings.
5. Subcommittee decisions shall be made by vote and governed by voting and quorum rules set forth in these Bylaws. Decisions and voting tallies will be recorded in the meeting summary report.
6. Subcommittees shall not engage in activities that are not within the purpose and responsibilities outlined in these Bylaws and statutory requirements.
7. Subcommittees may recommend policies and decisions falling within their scope of authority to the full Council for approval; however, subcommittees have no authority to establish policy, make decisions, or hold non-public meetings.
8. For each regularly scheduled subcommittee meeting, subcommittee members shall confirm whether they will be attending the subcommittee meeting at least two (2) business days before the meeting is scheduled to take place. Regularly scheduled subcommittee meetings will only be held if a sufficient number of subcommittee members to establish a quorum confirm their attendance at least two (2) business days in advance of the meeting.
9. If a quorum cannot be established for two (2) consecutive subcommittee meetings—whether because an insufficient number of subcommittee members fail to confirm their attendance in advance of a scheduled meeting, or otherwise—the validity of maintaining the subcommittee will be placed on the next agenda for the full Council.
10. Each subcommittee will function with a subcommittee chair(s). Subcommittee chairs will be elected by their respective subcommittee.
11. Subcommittee chairs, or their designees, are expected to devote four (4) to eight (8) hours to subcommittee work each month in which a subcommittee meeting is scheduled. Such work shall include, but is not limited to, the following: participating in preparation meetings; creating, editing and/or reviewing meeting materials; developing agendas; convening necessary working groups; and ensuring compliance with the Bylaws of the Council.
12. Subcommittee members, including subcommittee chairs, who are absent from two (2) consecutive subcommittee meetings may be replaced or removed from the subcommittee by a majority vote of the subcommittee.

Article IV- Meetings

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B. Special Meetings: Special meetings of the Council or any other committees may be called by the Chair at any time. Such meetings shall be called in accordance with the provisions of the Brown Act and the Contra Costa County Better Government Ordinance regarding member and public notice.

C. Quorum: A quorum of the Council shall be a majority of the total number of authorized positions on the Council, not a majority of the total number of filled positions on the Council. Likewise, a quorum of a subcommittee shall be a majority of the total number of authorized positions on the applicable subcommittee, not a majority of the total number of filled positions on the applicable subcommittee.

D. Voting: Each member of the Council, or subcommittee, has one vote and a majority vote of the members present is needed to pass a motion. Should there not be sufficient authorized members, or their alternates, present to constitute a quorum there can be no action on that matter.

E. Conflict of Interest: As a general rule, no member shall participate as a member in any discussion or voting if doing so would constitute a conflict of interest

F. Meeting Procedure: The Chair will preside at all meetings and proceed with the business of the Council in a manner prescribed in these bylaws. The Chair will also decide questions of parliamentary procedure as needed.

G. Order of Business: The regular order of business of the Council or any other standing committee shall be:

1. Call to order
2. Public comment on non-agenized items
3. Approve Record of Action from prior meeting
4. Consideration and action on agenda items
5. Adjournment

H. Public Access: All meetings of the Council and any other standing committees shall be open and accessible to the general public in accordance with the Ralph M. Brown Act and the Contra Costa County Better Government Ordinance. Opportunity for public comment will be included in each agenda item, and the Council may adopt in advance rules for public comment.

Article V - Administration

The Council shall obtain staff support from the Probation Department. The staff will be responsible for the compilation and distribution of Council and committee meeting notices and agendas. All records shall be maintained by appropriate staff.

Members of the Council shall serve without compensation and shall not receive reimbursement for any expenses incurred while conducting official business.

Article VI - Changes to Bylaws

The provisions of these Bylaws may be altered, amended or repealed by the Council, within the limitations imposed by the Brown Act, the Contra Costa County Better Government Ordinance and the policies of the Contra Costa County Board of Supervisors. No such alteration, amendment or repeal shall be effective unless and until the change has been approved by the Board of Supervisors.

File #: RES 2026-316 **Agenda Date:** 8/25/2026 **Agenda #:** C.20.

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: Reimbursement Resolution for Multifamily Housing Revenue Bonds - 949 Moraga Road

☒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 $25,000,000 to finance the acquisition and construction of 48 units of multifamily residential rental housing currently identified as "949 Moraga Road" located at 949 Moraga Road, Lafayette, 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 Carlson & 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.

Satellite Affordable Housing Associates ("SAHA") requested to participate in the County's multifamily housing revenue bond financing program. Sunflower 949 L.P. or another borrower entity to be formed by SAHA or an affiliate approved by the County, referred to herein as the "Borrower," will use the bond proceeds for the acquisition and construction of the Development. The Development will comprise of 48 total units that will include 47 units restricted to low-, very low-, or extremely low-income households, and 1 manager's unit. The Development meets the eligibility criteria for bond financing and the County policy for this program. The Development will be managed by Satellite Affordable Housing Associates Property Management (or an affiliate or related entity of SAHA). The City of Lafayette has approved the Development.

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, SAHA 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. 2026/XX**

RESOLUTION SETTING FORTH THE COUNTY'S OFFICIAL INTENT TO ISSUE REVENUE BONDS TO FINANCE A MULTIFAMILY RENTAL HOUSING DEVELOPMENT KNOWN AS 949 MORAGA ROAD

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, Satellite Affordable Housing Associates ("SAHA") 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 Sunflower 949 L.P., or another County-approved limited partnership entity to be formed by SAHA, or an affiliate of SAHA (the "Borrower") to finance the acquisition and construction by the Borrower of 48 units of multifamily rental housing currently identified as 949 Moraga Road to be located at 949 Moraga Road (APN Nos. 243-210 -013-5, 243-210-014-3, 243-210-015-0, 243-210-016-8) in the City of Lafayette, 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 $25,000,000; 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; and

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 $25,000,000. 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, the Assistant Deputy 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 $25,000,000 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 the Designated Officer 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 8. This Resolution shall take effect immediately upon its adoption.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3718 **Agenda Date:** 8/25/2026 **Agenda #:** C.21.

To: Board of Supervisors
From: John Kopchik, Director, Conservation and Development
Report Title: Park Dedication and Park Impact Fee Fund Authorization for the Robert I. Schroder Bridge
☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
AUTHORIZE the Auditor-Controller to release $800,000 from certain Park Dedication/Park Impact Fund Accounts to the Contra Costa County Public Works Department to help fund improvements to the Robert I. Schroder Bridge located along the Iron Horse Corridor at Treat Boulevard, in unincorporated Contra Costa Centre.

FISCAL IMPACT:

100% Park Dedication and Park Impact Funds.

BACKGROUND:
The Robert I. Schroder is an award-winning pedestrian bridge originally constructed in 2010 in Contra Costa Centre. The existing bridge carries pedestrian and bicycle traffic over Treat Boulevard as part of the Iron Horse Trail and is located approximately 0.3-miles east of I-680.

The project includes minor repairs on the existing Robert I. Schroder pedestrian bridge to address the bridge's serviceability and aesthetics. The project proposes to replace bearing pads at two bridge abutments; spot blast and clean rusted or paint-chipped areas; treat the bridge deck to prevent water intrusion; and repair damaged concrete areas such as sidewalks and curbs. Other miscellaneous maintenance work includes replacing pedestrian restriction cabling, pressure washing, debris removal, tree trimming and vegetation trimming and removal.

The project will also include an additional climbing structure or other park enhancements along the multi-use Iron Horse Trail adjacent to the pedestrian bridge. The project is being funded with a combination of Measure X Funding and Park Dedication/Park Impact Funds. The following expenditure summary outlines costs estimates and funding sources associated with the bridge project.

Proposed Improvement
Bridge Project Cost Estimates:
- Construction: $1.3 million
- Engineering, modeling, inspections, design review, and predevelopment: $900,000
- Park enhancement / climbing structure: $200,000
- Total: $2.4 million.

Bridge Project Funding:
- Measure X Allocation: $1.6 million
- Park Dedication/Park Impact Funds: $800,000
- Total Funding: $2.4 million

Park Fund Background
The County imposes fees on residential development to fund park and recreational facilities under both the County's Park Dedication Ordinance and the County's Park Impact Fee Ordinance. Funds from these fees are deposited into accounts associated with the community where the residential development occurs to ensure the funds are directed to park and recreational facilities which serve the residents of the development.

The following table outlines the Contra Costa Centre Park Dedication and Park Impact fee accounts that will be used for the project. Use of the park fees identified is reasonably related to proposed improvements for the Robert I Schroder Pedestrian Bridge and are consistent with government code section 66001(a)(3)-(4), because the proposed park improvements will serve the Contra Costa Centre Community, including the areas from which the proposed expenditures were collected.

Park Account Number	**Amount Available**	**Amount Allocated to Project**	**Amount Remaining**
8136 PD1000016	$1,239,306	$400,000	$ 839,306
8136 PI1000016	$1,485,563	$400,000	$1,085,563
Total	**$2,724,869**	**$800,000**	**$1,924,869**

Applicable General Plan Goals and Policies

The overarching General Plan Goal for parks is documented as Goal PFS-8: “An easily accessible, integrated system of high-quality parks and trails to meet the needs of all residents.”

The Robert I. Shroder Bridge improvements meet the following General Plan policies related to parks:
- Support development of a variety of local amenities that meet a diverse range of recreational needs, such as ballfields, all-abilities playgrounds, tot lots, spraygrounds, adult fitness courses, gymnasiums, swimming pools, sport courts, passive parks, pocket parks, urban gardens, and trails. (PFS-P8.1)
- Support development of a comprehensive and interconnected network of trails, including intra- and inter-regional trails like the San Francisco Bay Trail, Carquinez Strait Scenic Loop Trail, Great California Delta Trail, and Marsh Creek Corridor Trail, that provides public access to shorelines, ridges, and other scenic areas, connects residents with open space and nature, and links urban areas with parks and other recreational facilities. (PFS-P8.9)
- Encourage use of abandoned railroad rights-of-way for trails or other public purposes and participate in collaborative planning processes to determine the best use of abandoned rail corridors. (PFS-P8.10)

Parks Capital Improvement Plan Consistency
The Iron Horse Corridor and pocket parks along the trail are identified in the County’s Park Capital Improvement Plan as park facilities supporting the Contra Costa Centre community.

California Environmental Quality Act (CEQA)
A Notice of Exemption (NOE) was filed on March 10, 2026

CONSEQUENCE OF NEGATIVE ACTION:
If the funds are not authorized, there will not be sufficient funding to complete the project.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3719 **Agenda Date:** 8/25/2026 **Agenda #:** C.22.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Solid Waste and Recycling Collection Services in the Unincorporated Central County Areas Served by Allied Waste Systems, Inc. to Extend the Term of the Franchise Agreement

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

1. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Allied Waste Systems, Inc. (Allied), to extend the agreement termination date from August 31, 2026, to a new termination date of October 31, 2026, for continued solid waste, recycling, and organics collection in its Central County service area.

2. FIND that the Eighth Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines, as the Eighth Amendment will not cause potentially significant impacts on the environment.

3. DIRECT the Department of Conservation and Development (DCD) Director or designee to file a CEQA Notice of Exemption with the County Clerk.

4. DIRECT the Director of DCD, or designee, to arrange for payment of the $50 handling fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

The costs for County staff time spent administering the Franchise Agreement with Allied, and any related consulting services are covered by solid waste/recycling collection franchise fees.

BACKGROUND:

In August 1995, the County entered into the Agreement with Allied's predecessor company, Pleasant Hill Bayshore Disposal, Inc., to govern collection services provided in unincorporated Central County areas. The Agreement has been amended seven times, and said amendments were approved by both Parties on or about July 21, 2015, July 8, 2025, September 9, 2025, November 18, 2025, March 17, 2026, May 19, 2026, and July 14, 2026.

The Agreement grants Allied the exclusive privilege and duty to collect solid waste, recyclables and organics routinely generated by residential and commercial customers within the unincorporated service area (Franchise Area).

The Franchise Area covers the following unincorporated communities:
1. Alhambra Valley (portion) - District I
2. Canyon - District II
3. Antioch, Unincorporated - District III
4. Morgan Territory - District IV
5. Concord, Unincorporated (portion) - District IV
6. Clayton, Unincorporated (Marsh Creek) - District IV
7. Pleasant Hill, Unincorporated - District IV
8. Martinez, Unincorporated /Pacheco/ Vine Hill - District V
9. Bay Point (Eastern) - District V
10. Cummings Skyway (portion) - District V

The current Franchise Agreement with Allied continues through August 31, 2026. The purpose of this Eighth Amendment is to extend the term of the Agreement through October 31, 2026. There are no service or rate changes in this Eighth Amendment to the Franchise Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

After August 31, 2026, solid waste, recycling, and organics collection services in the unincorporated Central County area currently served by Allied would no longer be regulated under a franchise agreement as required by County Code Chapter 418-7.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3720 **Agenda Date:** 8/25/2026 **Agenda #:** C.23.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Contract amendment with Let's Dig, Inc. for code enforcement abatement clean-up services

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Let's Dig, Inc., to increase the payment limit by $400,000, to a new payment limit of $700,000, with no change to the original term ending August 31, 2028, to provide code enforcement abatement clean-up services.

FISCAL IMPACT:
Costs are initially paid for with Land Development Funds, however costs of property abatements are eventually paid by the applicable property owners. Property owners either pay the amount invoiced or the amount is added to the tax roll as a special assessment on the properties abated and collected at the same time and in the same manner as ordinary County taxes are collected.

BACKGROUND:
The Department of Conservation and Development's Code Enforcement Section enforces the building and zoning ordinances for the unincorporated areas of Contra Costa County. Code Enforcement responds to building and zoning complaints, performs on-site inspections and investigations of potential violations and abates hazardous and nuisance conditions and other code violations. When property owners fail to remove code violations within the required time frames, Code Enforcement may enlist the assistance of selected contractors to conduct abatements to address hazardous and nuisance conditions and other code violations. Let's Dig, Inc. is one of the selected contractors that provides abatement clean-up services. Code Enforcement has had greater than anticipated demand for Let's Dig's clean up services and DCD is recommending the contract limit be augmented to meet the increased need.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommended contract amendment is not approved, the Department of Conservation and Development will not have all of the resources needed to complete abatement clean-ups in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3721 **Agenda Date:** 8/25/2026 **Agenda #:** C.24.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Keller Canyon Mitigation Fund (KCMF) FY 2026/27 Allocation Plan

RECOMMENDATIONS:

1. APPROVE the FY 2026/27 Keller Canyon Mitigation Fund (KCMF) allocation plan, in the amount of $2,113,898 for 129 specified projects, as recommended by the KCMF Review Committee (Exhibit A);

2. APPROVE the rollover of unexpended KCMF awards in the amount of $762,112 for 71 specified 2024/26 projects (Exhibit C);

3. AUTHORIZE the Department of Conservation and Development (DCD) Director, or designee, to execute memoranda of understanding with the non-profit organizations and public agencies, as specified in Exhibit A for the period July 1, 2026 through June 30, 2027;

4. ADOPT a modification to *Section I.A. - Keller Canyon Mitigation Fund Review Committee* of the Keller Canyon Mitigation Fund Policies, mandating that the composition of the KCMF Review Committee includes a Pittsburg or Bay Point business owner, rather than a representative from the Bay Point Chamber of Commerce (defunct).

FISCAL IMPACT:
100% Keller Canyon Landfill Mitigation Funds, a special purpose fund dating from 1992. The FY 2026/27 KCMF allocation plan is consistent with the latest KCMF policies adopted by the Board of Supervisors on May 24, 2011, including: (1) the projected FY 2026/27 revenue amount is based on the revenue trend over the last ten years; (2) staff has considered any anticipated changes in the amount of waste expected to be deposited at the Keller landfill site during the year; (3) the projected revenue amount has been reduced by 20% to minimize the likelihood that proposed expenditures will exceed actual revenue. The amount proposed to be allocated is less than the sum of both, the previous year's ending fund balance ($2,225,137) and 80% of the projected revenues for FY 2026/27 ($1,093,594) and is therefore consistent with KCMF policies regarding expenditure limits (e.g., Policy IIG; see additional detail below).

BACKGROUND:
In 1990, the Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement which included the establishment of three fees to mitigate the following impacts of the landfill: traffic generated on the County's road system, the impacts of the landfill on open space, existing and proposed recreational facilities and agricultural land, and general impacts of the landfill upon the surrounding community.

The Keller Canyon Mitigation Fund (KCMF) process was established in August 1992, and the first allocation of funds occurred in November 1992. In 1994, the Board amended the land use permit and the franchise agreement to combine the above mitigation fees as well as to provide additional flexibility in the use of funds, specifying that the fee shall be used by the Board in its sole discretion. The current program categories considered for funding include youth services, code enforcement, public safety, community beautification, and community services.

On May 24, 2011, the Board approved new policies governing the implementation and administration of the KCMF. The Department of Conservation and Development is the fiscal and contract manager for the fund. FY 2026/27 is the fifteenth year that the new policies have governed the allocation process. Listed below are the applicable policies and a description of how they were applied during the FY 2026/27 allocation process:

1. **Policy IA:** The composition of the KCMF Review Committee shall include the following individuals: District V Supervisor, District V Chief of Staff (or other person assigned by the Supervisor), a representative of the Bay Point Municipal Advisory Committee (MAC) appointed by the Bay Point MAC, a Principal (or other senior school official) from a school located in the Bay Point area, and a representative from the Bay Point Chamber of Commerce. The representatives from the MAC, Bay Point area school, and Chamber of Commerce shall be appointed to minimum two-year terms.

   Action: The KCMF Review Committee was composed of the District V Supervisor, Shanelle Scales-Preston; Chief of Staff, David E. Fraser; Mount Diablo Unified School District Board Member, Debra Mason; Bay Point Municipal Advisory Committee (MAC) Member, Marcia Lessley; and Bay Point business owner, Khurram Shah. Debra Mason is also a member of the MAC.

   As part of this Board action, the Board is to consider adopting and approving a modification to *Section I.A. - Keller Canyon Mitigation Fund Review Committee* of the Keller Canyon Mitigation Fund Policies, mandating that the composition of the KCMF Review Committee includes a Pittsburg or Bay Point business owner, rather than a representative from the Bay Point Chamber of Commerce. The Bay Point Chamber of Commerce is no longer an active or tax-compliant entity, having its status with the California Franchise Tax Board revoked in April 2024. Khurram Shah was a member of the entity at the time that it became obsolete, and continues to operate a business based in Bay Point, CA.

2. **Policy ID:** The KCMF Review Committee's funding recommendations shall be guided by the KCMF Target Area Map that establishes "Primary" and "Secondary" target areas for the use of KCMF funds. One hundred percent of KCMF funds shall be used for programs/projects/services directly serving those within the "Primary" and Secondary" target areas. In addition, no less than 70% of the KCMF funds shall be used to fund programs/projects/services directly serving those in the "Primary" target area.

   Action: The KCMF Review Committee's proposed FY 2026/27 funding recommendations result in programs/projects that only serve the "Primary" and "Secondary" target areas. Furthermore, at least 75% of the funds awarded will directly serve those residents in the "Primary" target area, based on the total standard weighted average.

3. **Policy IE:** Funding recommendations from the KCMF Review Committee shall be presented at a Board of Supervisors regularly scheduled meeting. The Board Order will list all of the applicants, the amount of funding requested, the amount recommended, and a short description of the proposed

program/project and the proposed outputs and/or outcomes.

Action: See Exhibit A.

4. **Policy IIA:** To increase the public's knowledge on how, where, and when to apply for KCMF funding, the funding timeline, request for proposal (KCMF application), and other applicable materials shall be placed on the District V and County websites. The websites shall also allow organizations and interested persons to add their contact information to ensure notification on matters related to KCMF.

   Action: The District V Supervisor's office and the Department of Conservation and Development staff engaged in a comprehensive outreach effort to notify the public of the availability of funds. In addition to posting the Request for Proposals (RFP) and the application on the District V and County's websites, emails announcing the RFP were also sent to the KCMF interested parties list and to previous KCMF applicants. Moreover, a "Bidders Conference" was held on April 23, 2026, to inform prospective applicants of the application requirements, process, and timeline. KCMF applications were due on May 28, 2026. A total of 131 applications/funding requests were submitted by the deadline and an additional 23 County and District 5 projects/programs/services were considered. The KCMF Review Committee met on five separate occasions, from June 2026 to July 2026, to review the applications, interview applicants, and develop final funding recommendations.

5. **Policy IIC:** To ensure the tax-exempt status of a nonprofit agency requesting funds is valid and in good standing, KCMF applicants shall submit their current non-profit status determination letter from the IRS, a copy of their most recent tax return, and the printout from the California Business Portal.

   Action: Any applications that did not contain the requisite documents, including the printout from the California Business Portal, were deemed to be incomplete and therefore not accepted. Prior to entering into contract with grantees, staff will verify that all grantees are still in good standing.

6. **Policy IIF:** Any deficit in the KCMF after the end of each fiscal year shall be eliminated by allocating the necessary amount from next year's projected revenue.

   Action: Not applicable. The KCMF has a projected FY 2024/26 ending fund balance of $2,225.137. See Exhibit B, Available Allocation Calculation.

7. **Policy IIG:** When estimating the amount of KCMF funds to be made available for projects in future fiscal years, staff shall analyze the revenue trend lines from previous years, and the KCMF Review Committee shall only allocate 80% of the anticipated revenue for the upcoming year. This protocol will reduce the likelihood that expenses will be greater than actual revenue received during the year. Any revenue in excess of expenses in one year may be added to the amount made available in the following year.

   Action: The KCMF Committee is recommending the allocation amount of $2,113,898 for FY 2026/27, which is about 59% of the total available amount to allocate, based on this policy and the prior year ending fund balance; see Exhibit B for the calculation. The FY 2024/26 ending fund balance is $2,225,137, while 80% of the projected FY 2026/27 revenue is $273,399. This leaves approximately $1,204,834 in unallocated funds. There is also a total of $762,112 that went unexpended in FY 2024/26 and shall be rolled over into FY 2026/27, solely for the use of 71 specified projects from the prior

program year.

If, during the year, one or more of the funded agencies is in need of additional funds to complete an approved program/project, or a new, viable program/project emerges, the Committee will reconvene to consider any request(s) for additional funding, up to the amount held in reserve and return to the Board with any funding recommendation(s).

CONSEQUENCE OF NEGATIVE ACTION:
Not approving the recommended allocations will result in delays in implementing important projects/programs that directly benefit the residents of the KCMF target areas.

FY 2026/27 Keller Canyon Mitigation Fund (KCMF) Allocation Recommendations

#	Organization Name	Project Name	Primary Target Area (%)	Secondary Target Area (%)	Applicant Request	Committee Recommendation	Primary Target Area Equivalent Funds*
NON-PROFIT & OTHER ORGANIZATIONS							
1	Aglantis	Expanding Production and Donations to Charity and GenZ Workforce Development	67%	33%	$ 10,000.00	$ 10,000.00	$ 6,667.00
2	Ambrose Recreation & Park District	Ambrose Youth Programming	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
3	Ambrose Recreation & Park District	Fun and Fitness over 60	100%	0%	$ 4,999.00	$ 5,000.00	$ 5,000.00
4	Ambrose Recreation & Park District	Holiday Celebration	100%	0%	$ 4,999.00	$ -	$ -
5	Antioch Delta Swim Association	Waves of Opportunity	60%	40%	$ 10,000.00	$ 5,000.00	$ 3,000.00
6	Antioch Police Activities League (PAL)	Bicycle Safety	0%	100%	$ 4,999.00	$ 4,999.00	$ -
7	Antioch Rotary Club	The Adopt-a-Classroom Literacy Initiative	0%	100%	$ 10,000.00	$ 10,000.00	$ -
8	Antioch Unified School District	We Empower-8th Grade Boys in Action	0%	100%	$ 10,000.00	$ 10,000.00	$ -
9	Antioch Unified School District	We Empower-8th Grade Girls Empowerment Event	0%	100%	$ 10,000.00	$ 10,000.00	$ -
10	Aspire Youth Engagement Programs, Inc.	Joy The Urban Nutcracker	50%	50%	$ 10,000.00	$ 10,000.00	$ 5,000.00
11	Bay Area Community Resources (BACR)	East County Resource Coalition (ECRC)	83%	17%	$ 10,000.00	$ 5,000.00	$ 4,157.00
12	Bay Area Crisis Nursery	Emergency Childcare & Shelter Services for Young Children	50%	50%	$ 10,000.00	$ 10,000.00	$ 5,000.00
13	Bay Compassion	Read On! Literacy Program	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
14	Bay Point Community Foundation	Planting Seeds of Health: Gardening with Youth	100%	0%	$ 4,000.00	$ 4,000.00	$ 4,000.00
15	Beat the Streets, Inc.	Workforce Readiness	36%	64%	$ 10,000.00	$ 4,500.00	$ 1,606.95
16	Biotech Partners	Planning Grant for Biotech Partners Biotech Academy at Pittsburg High School	100%	0%	$ 10,000.00	$ -	$ -
17	Black Diamond Ballet	Black Diamond Ballet's Nutcracker	63%	38%	$ 10,000.00	$ 10,000.00	$ 6,250.00
18	Branches of Community Services	Brighter Future 2026	55%	45%	$ 10,000.00	$ 7,500.00	$ 4,099.50
19	Branches of Community Services	Monthly Soup Kitchen Saturdays & Hygiene Outreach	46%	54%	$ 10,000.00	$ -	$ -
20	Branches of Community Services	24th Annual Toy Giveaway	56%	44%	$ 4,999.00	$ -	$ -
21	Bridge Builders to the New Generation	Change the Narrative	46%	54%	$ 10,000.00	$ 10,000.00	$ 4,634.00
22	Brighter Beginnings	Bright Futures Food Hub	0%	100%	$ 10,000.00	$ 5,000.00	$ -
23	Cancer Support Community SF Bay Area	Comprehensive Support Services for East County Cancer Patients and Caregivers	44%	56%	$ 10,000.00	$ 7,500.00	$ 3,333.00
24	Caregiver OneCall	The Sandwhich Circle	58%	42%	$ 6,000.00	$ 5,000.00	$ 2,916.50
25	Child Advocates of Contra Costa County	Comprehensive Support Expansion for Foster and Juvenile Justice Youth in Keller Canyon Primary and Secondary Areas	15%	85%	$ 10,000.00	$ 10,000.00	$ 1,509.00
26	Choice in Aging	The Bedford Center's Participant Therapy Supply Fund	21%	79%	$ 10,000.00	$ 10,000.00	$ 2,105.00
27	City of Pittsburg	Fun Food and Fellowship	67%	33%	$ 10,000.00	$ 4,500.00	$ 3,000.15
28	City of Pittsburg	Health Fair, Winter Ball, Comedy	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
29	City of Pittsburg	Mobility and Fitness Matters	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
30	City of Pittsburg	P.S.Y.C Program	100%	0%	$ 10,000.00	$ 5,000.00	$ 5,000.00
31	City of Pittsburg	Tinty Tots	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
32	Civicorps	Scaling Civicorps' Impact in Contra Costa County	21%	79%	$ 10,000.00	$ 7,500.00	$ 1,578.75
33	Community Violence Solutions	Prevention Education	70%	30%	$ 10,000.00	$ 10,000.00	$ 7,000.00
34	Contra Costa Family Justice Alliance	Navigation Program	45%	55%	$ 10,000.00	$ 10,000.00	$ 4,521.00
35	Contra Costa Foster Friends	Contra Costa Foster Friends Resource Center	5%	95%	$ 10,000.00	$ 10,000.00	$ 496.00
36	Contra Costa Senior Legal Services	Keller Canyon Senior Legal Initiative	52%	48%	$ 10,000.00	$ 10,000.00	$ 5,175.00

37	Crusader's Closet Donations and Exchange, Inc.	Holiday Extravaganza; Tiny Feet, Big Dreams Community Baby Shower; and Once Upon A Prom	100%	0%	$ 10,000.00	$ 6,000.00	$ 6,000.00
38	The Darius Jones Foundation	Save A Heart: Community AED Access & Emergency Preparedness Initiative	50%	50%	$ 10,000.00	$ 7,200.00	$ 3,600.00
39	Delta Learning Center	Scholarships for the Next Two Years	6%	94%	$ 7,000.00	$ 3,500.00	$ 214.20
40	Delta Veterans Association	DVG Veterans Resource Fair, Stand Up on The Delta and Veterans Day Parade	25%	75%	$ 10,000.00	$ 7,000.00	$ 1,750.00
41	Diablo Ballet	Diablo Ballet's PEEK Outreach Program	38%	63%	$ 5,000.00	$ 5,000.00	$ 1,875.00
42	Diablo Valley Giving Partner (formerly Assistance League of Diablo Valley)	Sunshine Boxes	93%	7%	$ 10,000.00	$ 10,000.00	$ 9,302.00
43	Dignified Paths	Crowned in Courage and Wisdom Meets Wonder	100%	0%	$ 4,350.00	$ -	$ -
44	Dignified Paths	I walk with her/Exhale	63%	38%	$ 7,400.00	$ -	$ -
45	Dignified Paths	The Hidden Crown Project	60%	40%	$ 6,820.00	$ 7,000.00	$ 4,200.00
46	District Council of Contra Costa Society of St. Vincent de Paul	RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul	42%	58%	$ 10,000.00	$ 10,000.00	$ 4,248.00
47	Dozier Libbey Medical High School	HOSA Veterinary Public Health Initiative	0%	100%	$ 4,444.00	$ 2,000.00	$ -
48	East Bay Men's Recovery Center	Community Cleanup & Recovery Workforce Program	50%	50%	$ 10,000.00	$ -	$ -
49	East Bay National Society of Black Engineers	STEM & Robotics	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
50	Empowered Aging	Ombudsman Program of Contra Costa: Protecting Older Adults in Long-Term Care in Antioch, Bay Point, and Pittsburg	10%	90%	$ 9,000.00	$ 9,000.00	$ 890.10
51	El Campanil Theatre Preservation Foundation	CTE Internship Initiative	50%	50%	$ 10,000.00	$ 5,000.00	$ 2,500.00
52	Family Purpose Corporation	#iAmMe Empowerment Day	50%	50%	$ 10,000.00	$ 5,000.00	$ 2,500.00
53	Fay Hope Association	Early Literacy & Reading Success Program	100%	0%	$ 10,000.00	$ -	$ -
54	Fay Hope Association	Environmental Leadership & Youth Development Program	100%	0%	$ 6,990.00	$ -	$ -
55	Feet First Foundation	Hillview Middle School Feet First Foundation Program	0%	100%	$ 10,000.00	$ -	$ -
56	Food Bank of Contra Costa and Solano	Direct Food Distribution Support in Contra Costa County	49%	51%	$ 10,000.00	$ 10,000.00	$ 4,928.00
57	Forrest Memorial Christian Center	The Brightest Light Initiative	51%	49%	$ 10,000.00	$ 5,000.00	$ 2,537.50
58	Foundation M.E.G.A.	M.E.G.A Pathways Scholarship Initiative	30%	70%	$ 10,000.00	$ 5,000.00	$ 1,500.00
59	Fresh Lifelines for Youth, Inc.	FLY Law-Related Education for Justice-Impacted Youth	0%	100%	$ 10,000.00	$ -	$ -
60	Full Circle Of Choices	The Community Air Quality & Respiratory Wellness Initiative	60%	40%	$ 10,000.00	$ -	$ -
61	Future Leaders of America East Bay Area, Inc.	2026 Youth Leadership Conference	72%	28%	$ 10,000.00	$ 10,000.00	$ 7,167.00
62	GANAS Community Organization	Increasing Latino Student Access and Family Engagement	50%	50%	$ 10,000.00	$ 5,000.00	$ 2,500.00
63	Genesis Church	Elevate, Think BIG Leadership	47%	53%	$ 10,000.00	$ 10,000.00	$ 4,677.00
64	Genesis Church	Elevate	50%	50%	$ 10,000.00	$ -	$ -
65	Gettin' Outta Dodge Ministry DBA ICHANGE	ICHANGE Reentry Gang-Related Tattoo Removal Project	50%	50%	$ 10,000.00	$ 10,000.00	$ 5,000.00
66	GFWC Woman's Club of Antioch	Woman's Club Outdoor Garden Event Space	47%	53%	$ 10,000.00	$ -	$ -
67	Grace Arms of Antioch	The R.E.A.C.H. Basketball Program	38%	63%	$ 10,000.00	$ 10,000.00	$ 3,750.00
68	Greater Faith Missionary Baptist Church	Greater Faith Food Pantry	90%	10%	$ 6,000.00	$ 6,000.00	$ 5,416.80
69	Growing Healthy Kids	Pacifica Garden Farm: Healthy Kids, Schools & Communities	100%	0%	$ 10,000.00	$ 3,000.00	$ 3,000.00

70	Healing Hearts Homes Transitional Housing	Healthy Hearts Community Healing and Resilience Project	90%	10%	$ 12,500.00	$ 2,500.00	$ 2,250.00
71	Healthy & Active Before 5 (fiscal sponsor CoCoKids)	Maternal Infant Lactation Confidence (MILC)	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
72	Healthy Hearts Institute	Community Healing and Resilience Project	10%	90%	$ 10,000.00	$ 10,000.00	$ 1,000.00
73	Herstoryismine	Healthy & Thriving Initiative	100%	0%	$ 10,000.00	$ 2,000.00	$ 2,000.00
74	Hope Solutions	Hope Solutions East Contra Costa County Services	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
75	Immigrant Action Network	SAFE Center- Community Connect Project	50%	50%	$ 10,000.00	$ 5,000.00	$ 2,500.00
76	Improve Your Tomorrow	College Academy: Immersive College Tours	67%	33%	$ 10,000.00	$ 5,000.00	$ 3,333.50
77	In My Section	The Prodigy Project	100%	0%	$ 10,000.00	$ 5,000.00	$ 5,000.00
78	John Muir Land Trust	Family Harvest Farm Workforce Development & Food Security Program	86%	14%	$ 10,000.00	$ 7,500.00	$ 6,486.75
79	Josephine Guzman Youth Center	The Next Level: JGYC Youth Empowerment & Expansion Project	53%	47%	$ 10,000.00	$ 10,000.00	$ 5,298.00
80	Kiwanis Club of Pittsburg California Foundation	Pittsburg Kiwanis Youth Programs	80%	20%	$ 10,000.00	$ 5,000.00	$ 4,000.00
81	La Clinica de La Raza, Inc.	Protect Your Family-Keep your Coverage	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
82	Lions Center for the Visually Impaired	Visual Well-being 2026	56%	44%	$ 10,000.00	$ 7,500.00	$ 4,167.00
83	Loaves and Fishes of Contra Costa	Nourishing Lives in East County	59%	41%	$ 10,000.00	$ 10,000.00	$ 5,857.00
84	Lumos Volleyball Club, Inc.	Lumos Volleyball Club Travel Team	50%	50%	$ 10,000.00	$ 5,000.00	$ 2,500.00
85	Meals on Wheels Diablo Region	Bay Point Café	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
86	Meals on Wheels Diablo Region	Pittsburg Café	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
87	Monument Crisis Center	Feeding Low-Income Families in East Contra Costa County	84%	16%	$ 10,000.00	$ 7,000.00	$ 5,884.20
88	Mt. Diablo Education Foundation	Delta View Cultural Performance Series	100%	0%	$ 10,000.00	$ -	$ -
89	Mt. Diablo Education Foundation	Music at Mt. Diablo	100%	0%	$ 10,000.00	$ -	$ -
90	Mt. Diablo Education Foundation	Rio Vista Cultural Performance Series	100%	0%	$ 10,000.00	$ -	$ -
91	Mt. Diablo Education Foundation	Riverview Cultural Performance Series	100%	0%	$ 5,699.00	$ 5,699.00	$ 5,699.00
92	Mt. Diablo Education Foundation	Shore Acres Goes to College	100%	0%	$ 10,000.00	$ 1,000.00	$ 1,000.00
93	NAMI Contra Costa	I am a Winner! Student Mental Health Ambassador Program	56%	44%	$ 20,000.00	$ 5,000.00	$ 2,792.50
94	The Network of Care	Feeding families in crisis when their child is suddenly hospitalized.	70%	30%	$ 8,343.00	$ 10,000.00	$ 6,983.00
95	Nfínito Ma	nfinito Martial Arts Community Expansion Project	100%	0%	$ 15,000.00	$ 3,000.00	$ 3,000.00
96	Opportunity Junction, Inc.	Administrative Careers Training (ACT) Program	33%	67%	$ 10,000.00	$ 7,000.00	$ 2,333.10
97	Pacific Community Services, Inc.	Housing Counseling and VITA Tax Preparation Assistance	45%	55%	$ 10,000.00	$ 10,000.00	$ 4,500.00
98	Parent of African American Achievement Collaborative	PAAACT Parental Support & Advocacy	67%	33%	$ 10,000.00	$ 5,000.00	$ 3,333.50
99	People Who Care Children Association	Clinical Pathways to Success	67%	33%	$ 10,000.00	$ 10,000.00	$ 6,667.00
100	Pittsburg Fifty Plus Club Corporation	A Celebration of Hope, Comfort, Harmony & Cheer	70%	30%	$ 10,000.00	$ 5,000.00	$ 3,500.00
101	Pittsburg Fifty Plus Club Corporation	Pittsburg Fifty Plus Club Programs	67%	33%	$ 10,000.00	$ 10,000.00	$ 6,740.00
102	Pittsburg Football Committee	Pittsburg Football Student-Athlete Wellness and Development Initiative	100%	0%	$ 10,000.00	$ -	$ -
103	Pittsburg Historical Society	Pittsburg Unified School District 3rd Grade School Tours	63%	38%	$ 4,800.00	$ 4,800.00	$ 3,000.00
104	Pittsburg Senior and Handicapped Residential Community, Inc. (Stoneman Village)	Dinner Meal Program	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
105	Pittsburg Unified School District	PIQE 8-week Literacy Series	100%	0%	$ 10,000.00	$ 5,000.00	$ 5,000.00

106	PJP Sports	PJP Youth Sports Safe Equipment Program	55%	45%	$ 10,000.00	$ -	$ -
107	PJP Sports	Youth Cheer Competition & Training Facility Support Project	54%	46%	$ 7,333.00	$ -	$ -
108	PJP Sports	Youth Sports Equipment Storage & Safety Project	55%	45%	$ 2,609.04	$ -	$ -
109	PJP Sports	2026 Game Day Safety & Security Program	55%	45%	$ 8,962.00	$ 5,000.00	$ 2,735.00
110	PJP Sports	PJP Youth Sports Field Access Program	55%	45%	$ 10,000.00	$ 5,000.00	$ 2,735.00
111	Planned Parenthood Northern California	PPNorCal's Community Health Workers: Advancing Access and Equity with Full Circle Care	55%	45%	$ 10,000.00	$ 5,000.00	$ 2,766.00
112	Port Chicago Alliance	Port Chicago Youth Heritage Access Program	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
113	Presidio Village Senior Housing, Inc.	Presidio Activities Coordinator and Supplies	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
114	Reading Advantage, Inc.	Read Me a Story	65%	35%	$ 10,000.00	$ 10,000.00	$ 6,522.00
115	Renaissance Entrepreneurship Center	Renaissance East Contra Costa Entrepreneurship Initiative	50%	50%	$ 10,000.00	$ 10,000.00	$ 5,000.00
116	RES Success	Pittsburg Garden Restoration Project	56%	44%	$ 10,000.00	$ 10,000.00	$ 5,556.00
117	Richmond Community Foundation	Bay Point Community Career Center & SparkPoint Economic Mobility Initiative	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
118	RR Transitional Housing	RR Learning Center	53%	47%	$ 10,000.00	$ 5,000.00	$ 2,666.50
119	Sacramento Valley Symphonic Band Association	Pittsburg Community band	89%	11%	$ 4,925.00	$ 4,500.00	$ 4,000.05
120	St. Peter Martyr of Verona School	Creating Safe, Welcoming Outdoor Spaces for Learning, Community, and Student Wellness	100%	0%	$ 4,999.00	$ 3,500.00	$ 3,500.00
121	SHARE Community	SHARE Community Mobile Shower and Hygiene Services	0%	100%	$ 10,000.00	$ 10,000.00	$ -
122	Solomon Temple Ministries	Thrive Together: Senior and Caregiver Resource Workshop	54%	46%	$ 4,999.00	$ 2,500.00	$ 1,351.25
123	Souljahs	Willie Mims Early Childhood Literacy Project. DBA: Read to Me	100%	0%	$ 10,000.00	$ 5,000.00	$ 5,000.00
124	STAND! For Families Free of Violence	Digital Security Infrastructure Equipment Project	50%	50%	$ 7,200.00	$ 7,200.00	$ 3,604.32
125	Supreme Team Youth Football and Cheer	Supreme Day & 2026 Season Kickoff	64%	36%	$ 12,000.00	$ 2,500.00	$ 1,591.00
126	Team Jesus Outreach Ministries	Refrigerator Container and Additional Solar Panels and Battery	44%	56%	$ 10,000.00	$ 5,000.00	$ 2,198.00
127	Three Thirty-Three Arts	Antioch Mural Project	43%	57%	$ 10,000.00	$ 5,000.00	$ 2,143.00
128	Torlakson Whole Child Institute	Building Your Future	100%	0%	$ 10,000.00	$ -	$ -
129	United Latino Voices	Bay Point Strong & Healthy	100%	0%	$ 10,000.00	$ 6,000.00	$ 6,000.00
130	White Pony Express	Keller Canyon School Pantry Program	66%	34%	$ 10,000.00	$ 10,000.00	$ 6,583.00
131	Yonus Davis	YDF Youth Development & Community Engagement Initiative – Pittsburg & Antioch	50%	50%	$ 10,000.00	$ -	$ -
		Subtotal	**63%**	**37%**	**$ 1,226,369.04**	**$ 785,398.00**	**61%**

COUNTY DEPARTMENTS							
132	Contra Costa County - County Counsel	Code Development and Compliance Attorney	70%	30%	$ 95,000.00	$ 95,000.00	$ 66,500.00
133	Contra Costa County Department of Conservaton & Development	KCMF Administration	70%	30%	$ 100,000.00	$ 100,000.00	$ 70,000.00
134	Contra Costa County Department of Conservaton & Development	Bay Point Code Enforcement	100%	0%	$ 100,000.00	$ 100,000.00	$ 100,000.00
135	Contra Costa County Department of Conservaton & Development	Enhanced Weatherization Program Services	50%	50%	$ 75,000.00	$ 40,000.00	$ 20,000.00
136	Contra Costa County Department of Conservaton & Development	Trees for Bay Point	100%	0%	$ 105,902.00	$ -	$ -
137	Contra Costa County District 5 Staff	KCMF Staff Services	70%	30%	$ 100,000.00	$ 100,000.00	$ 70,000.00
138	Contra Costa County Office of the Sheriff	Flock Camera Project	100%	0%	$ 75,000.00	$ 75,000.00	$ 75,000.00
139	Contra Costa County Office of the Sheriff	Bay Point Graffiti Education and Removal Program	100%	0%	$ 5,000.00	$ -	$ -
140	Contra Costa County Office of the Sheriff	Bay Point Gang Prevention Program	100%	0%	$ 5,000.00	$ 5,000.00	$ 5,000.00
141	Contra Costa County Office of the Sheriff	Bay Point Bike Rodeo and Safety Fair	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
142	Contra Costa County Office of the Sheriff	Contra Costa County Sheriff's Office Bay Point Holiday Party	100%	0%	$ 10,000.00	$ 10,000.00	$ 10,000.00
143	Contra Costa County Office of the Sheriff	Bay Point School Resource Officer Program	100%	0%	$ 330,000.00	$ 200,000.00	$ 200,000.00
144	Contra Costa County Office of the Sheriff	Bay Point Resident Deputy Program	100%	0%	$ 330,000.00	$ 200,000.00	$ 200,000.00
145	Contra Costa County Public Works Department	East County Beautification Program	100%	0%	$ 135,000.00	$ 50,000.00	$ 50,000.00
146	Contra Costa Health Services	Calli House Youth Shelter	29%	71%	$ 10,000.00	$ 10,000.00	$ 2,857.00
		Subtotal	**86%**	**14%**	**$ 1,485,902.00**	**$ 995,000.00**	**88%**
DISTRICT 5 INITIATIVES							
147	Bay Point Municipal Advisor Committee (MAC)	Operations and Projects	100%	0%	$ 2,500.00	$ 2,500.00	$ 2,500.00
148	Community Well-being and Outreach Support	District V Cultural, Health, and Supportive Services	70%	30%	$ 50,000.00	$ 50,000.00	$ 35,000.00
149	District V Interns	Internships	70%	30%	$ 15,000.00	$ 15,000.00	$ 10,500.00
150	Development of KCMF On-Line Application/Reporting System	Benevity	70%	30%	$ 60,000.00	$ 60,000.00	$ 42,000.00
151	Holiday Aid	Bay Point Holiday Dinner and Toy Giveaway	70%	30%	$ 10,000.00	$ 10,000.00	$ 7,000.00
152	Network Events	KCMF Review Committee/Keller Reception	70%	30%	$ 6,000.00	$ 6,000.00	$ 4,200.00
153	Seminars/Summits	District V Outreach Events (Resource Fair, Youth Summit, Grant Writing Workshop, etc.)	70%	30%	$ 180,000.00	$ 180,000.00	$ 126,000.00
154	Technology Upgrades	Computer and Presentation Equipment/Software	70%	30%	$ 10,000.00	$ 10,000.00	$ 7,000.00
		Subtotal	**74%**	**26%**	**$ 333,500.00**	**$ 333,500.00**	**70%**

*The grand total and subtotals are divided by the respective Committee Recommendations, resulting in the total standard weighted average (as a percentage) of KCMF used in the primary target area.

GRAND TOTAL	**$ 3,045,771.04**	**$ 2,113,898.00**	**75%**

Keller Canyon Mitigation Funds
FY 2026/27
Available Allocation Calculations

FY 2024/26 (Two-Year Term) Fund Balance Calculation	
FY 2023/24 Ending Fund Balance	3,304,411
FY 2024/26 Revenue	2,624,090
Total FY 2024/26 Revenue (a)	**5,928,501**
FY 2023/24 Carry-over Expenditures	554,336
FY 2024/26 Expenditures	3,149,027
FY 2024/26 Accrued Expenses	-
Total FY 2024/26 Expenditures (b)	**3,703,364**
FY 2024/26 Ending Fund Balance (a-b)	**2,225,137**

FY 2026/27 Projected Revenue/Expenses	
FY 2026/27 Projected Revenue	1,366,993
Less 20% (per KCMF Policy II.G)	(273,399)
Subtotal	1,093,594
FY 2024/26 Ending Fund Balance	2,225,137
Total Available to Allocate (c)	3,318,732
FY 2026/27 Allocation Amount (d)	2,113,898
FY 2024/26 Unexpended Funds	762,112
FY 2026/27 Unallocated Funds (c-d-e)	442,722

Contract #	Organization	Program/Project	FY 2024/26 Award	FY 2026/27 Rollover Funds
1	AGLANTIS	Planting Orchard of Varieties of Orange Trees for Many Future Years of Donations	$ 20,000.00	$ 7,441.04
2	AMBROSE RECREATION & PARK DISTRICT	Ambrose Community Park Concession Refurbishment	$ 4,000.00	$ 4,000.00
3	AMBROSE RECREATION & PARK DISTRICT	Fun Over 60	$ 5,000.00	$ 5,000.00
4	AMBROSE RECREATION & PARK DISTRICT	Holiday Celebrations	$ 5,000.00	$ 5,000.00
5	AMBROSE RECREATION & PARK DISTRICT	Ambrose Youth Programming	$ 20,000.00	$ 20,000.00
6	ANTIOCH BAND BACKERS ASSOCIATION	Antioch High School Marching Band Field Trip (NOLA 2025, TBD 2026)	$ 20,000.00	$ 20,000.00
9	ANTIOCH ROTARY CLUB	Boys in Action	$ 20,000.00	$ 1,567.38
11	ANTIOCH UNIFIED SCHOOL DISTRICT	AP Boot Camp	$ 7,800.00	$ 7,800.00
12	ASPIRE YOUTH ENGAGEMENT PROGRAMS, INC.	The "Joy – The Urban Nutcracker	$ 20,000.00	$ 10,000.00
14	BAY AREA CRISIS NURSERY	Emergency Childcare & Shelter Services for Young Children	$ 20,000.00	$ 7,271.26
16	BAY POINT COMMUNITY FOUNDATION	Planting Seeds of Health: Gardening with Youth	$ 8,000.00	$ 3,356.45
19	BRANCHES OF COMMUNITY SERVICES, INC.	Annual Honor's Night Scholarships, Annual Summer Kick-off, Annual Backpack & School Supply Drive, Annual Toy Drive	$ 10,000.00	$ 1.40
20	BRIDGE BUILDERS TO THE NEW GENERATION	Changing the Narrative	$ 20,000.00	$ 144.94
22	CANCER SUPPORT COMMUNITY SAN FRANCISCO BAY AREA	Comprehensive Support Services for Low-Income Cancer Patients and their Families	$ 20,000.00	$ 20,000.00
23	CHOICE IN AGING	Scholarship Program	$ 20,000.00	$ 20,000.00
27	CITY OF PITTSBURG	Tiny Tots Sports	$ 20,000.00	$ 10,094.43
28	CITY OF PITTSBURG	The Pittsburg Summer Youth Corp (P.S.Y.C)	$ 20,000.00	$ 16,969.60
29	CITY OF PITTSBURG	Empowerment in Motion	$ 20,000.00	$ 13,890.89
30	CITY OF PITTSBURG	Youth and Government - Model Legislature and Courts	$ 20,000.00	$ 10,112.00
31	CITY OF PITTSBURG	Fun Food and Fellowship	$ 20,000.00	$ 20,000.00
32	CITY OF PITTSBURG	Senior Winter Ball, Health Fair, Comedy/Variety Show	$ 20,000.00	$ 20,000.00
33	CITY OF PITTSBURG	Community is Key	$ 16,750.00	$ 16,750.00
36	COCO KIDS (FOR HEALTHY & ACTIVE BEFORE 5)	Maternal Infant Lactation Confidence (MILC)	$ 20,000.00	$ 20,000.00
37	COMMUNITY VIOLENCE SOLUTIONS	Prevention Education Services	$ 20,000.00	$ 10,000.00
39	CONTRA COSTA FAMILY JUSTICE ALLIANCE	Navigation Program	$ 20,000.00	$ 20,000.00
40	CONTRA COSTA FOSTER FRIENDS	Contra Costa Foster Friends Resource Center	$ 20,000.00	$ 5,000.00
42	CONTRA COSTA YOUTH SERVICES BUREAU	Youth Leadership Empowerment Program - Help Young Men Thrive, Not Just Survive	$ 20,000.00	$ 6,000.00
44	CRAFT COMMUNITY CARE CENTER, INC	Cleaning Up My Community	$ 20,000.00	$ 20,000.00

45	CRAFT COMMUNITY CARE CENTER, INC	1,2,3 Tutoring	$ 20,000.00	$ 20,000.00
46	DELTA BAY IMPACT	Delta Bay Impact Mentorship Program and School Supply Give Away 2024	$ 20,000.00	$ 20,000.00
49	DELTA VIEW CATS	The Delta View Cats Cat Rescue Project	$ 20,000.00	$ 528.49
50	DISTRICT COUNCIL OF CONTRA COSTA COUNTY SOCIETY OF ST. VINCENT DE PAUL	St. Vincent de Paul Free Medical Clinic "RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul"	$ 20,000.00	$ 1,002.00
53	EAST COUNTY NAACP YOUTH COUNCIL	East County NAACP Youth Council Resource Fair, Champions For Youth Scholarship Dinner, and the East County NAACP Youth Talent Showcase	$ 10,800.00	$ 10,800.00
54	EL CAMPANIL THEATRE PRESERVATION FOUNDATION	Educational Programming and Live Professional Theater Entertainment	$ 20,000.00	$ 20,000.00
55	FULL STRIDE TRACK CLUB	2025 & 2026 Track Season	$ 10,000.00	$ 5,549.76
58	GOLDEN HILLS COMMUNITY OUTREACH CENTER	Resource and Referral	$ 20,000.00	$ 20,000.00
59	GOLDEN HILLS COMMUNITY OUTREACH CENTER	Hot Meal Program	$ 20,000.00	$ 20,000.00
61	GRACE ARMS OF ANTIOCH	Mid Night Basketball	$ 20,000.00	$ 10,000.00
62	GRACE BIBLE FELLOWSHIP OF ANTIOCH	Grace After School Tutoring & Summer Programs	$ 20,000.00	$ 10,546.36
63	GRACE TEMPLE COGIC	Community Prevention and Awareness in Health Disparities Maintaining Equity	$ 20,000.00	$ 10,090.41
64	GREATER FAITH MISSIONARY BAPTIST CHURCH	Greater Faith Food Pantry	$ 6,000.00	$ 6,000.00
65	HEALTHY HEARTS INSTITUTE	Healthy Hearts Institute Classroom Initiative	$ 20,000.00	$ 20,000.00
66	HOPE SOLUTIONS	Hope Solutions' Programs for East County Low-Income/Homeless Children, Youth, and Families	$ 20,000.00	$ 20,000.00
69	JOHN MUIR LAND TRUST	Family Harvest Farm	$ 20,000.00	$ 20,000.00
70	JOSEPHINE GUZMAN YOUTH CENTER	Empower Our Youth	$ 10,000.00	$ 10,000.00
73	LIONS CENTER FOR THE VISUALLY IMPAIRED	Vision Health 2024	$ 19,400.00	$ 9,568.00
74	LIVELY STONES AGENCY FOR CHANGE	The KaRe Project Hygiene Security Campaign	$ 20,000.00	$ 5,393.59
78	MEALS ON WHEELS DIABLO REGION	Pittsburg Café	$ 20,000.00	$ 10,000.00
79	MEALS ON WHEELS DIABLO REGION	Bay Point Café	$ 20,000.00	$ 10,000.00
80	MICHAEL VALLE FOUNDATION	Michael Valle Memorial Co-Ed Softball Tournament	$ 20,000.00	$ 20,000.00
81	MONUMENT CRISIS CENTER	Feeding Low-Income Families in East Contra Costa County	$ 20,000.00	$ 10,000.00
82	MT. DIABLO EDUCATION FOUNDATION	Rio Vista Journeys Through Nature and Art	$ 20,000.00	$ 9,760.00
83	MT. DIABLO EDUCATION FOUDNATION	Music at Mt. Diablo High School	$ 20,000.00	$ 202.64
84	MT. DIABLO EDUCATION FOUDNATION	Delta View Cultural Performance Series	$ 20,000.00	$ 10,000.00
85	MT. DIABLO EDUCATION FOUDNATION	Shore Acres Goes To College	$ 20,000.00	$ 4,848.76

87	NAMI CONTRA COSTA	I'm a Winner!	$ 20,000.00	$ 9.73
89	NORTHERN CALIFORNIA FAMILY CENTER	Resource Parent Workshop Training	$ 10,000.00	$ 10,000.00
90	NUNLEY'S KARATE-DO	Nunley's Karate-Do	$ 7,845.00	$ 4,000.00
94	PEOPLE WHO CARE CHILDREN ASSOCIATION	The PWC Clinical Success Community Service After-school Program	$ 20,000.00	$ 9,825.00
96	PITTSBURG COMMUNITY THEATRE	Summer Youth Workshop	$ 6,000.00	$ 6,000.00
97	PITTSBURG COMMUNITY THEATRE	Fall Theatre Youth Workshop	$ 6,000.00	$ 6,000.00
98	PITTSBURG COMMUNITY THEATRE	Winter Theatre Experience	$ 4,000.00	$ 4,000.00
102	PJP SPORTS	PJP Safety Initiative	$ 20,000.00	$ 335.87
109	ROTACARE BAY AREA, INC.	RotaCare Pittsburg	$ 20,000.00	$ 20,000.00
112	S.H.A.R.E. COMMUNITY	Oasis (Mobile Showers & Hygiene)	$ 20,000.00	$ 10,000.00
113	SHELTER, INC.	KCMF Eviction Prevention	$ 20,000.00	$ 6,252.00
114	ST. PETER MARTYR OF VERONA SCHOOL	Healthy Lunch Refrigeration	$ 9,999.00	$ 10,000.00
117	TEAM JESUS OUTREACH MINISTRIES	TJOM - Solar Panel Project	$ 20,000.00	$ 1,000.00
120	UJIMA FAMILY RECOVERY SERVICES	Substance Use Disorder Contingency Management	$ 20,000.00	$ 10,000.00
121	WHITE PONY EXPRESS	Keller Canyon School Pantry Program	$ 20,000.00	$ 20,000.00
122	Winter Nights Family Shelter, Inc.	Winter Nights Safe Parking Program	$ 20,000.00	$ 10,000.00
		Total	**$ 1,216,594.00**	**$ 762,112.00**

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-317 **Agenda Date:** 8/25/2026 **Agenda #:** C.25.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: Side Letter with AFSCME, Local One Modifying Section 53.1.A of the Memorandum of Understanding

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ADOPT a Resolution approving the Side Letter between Contra Costa County and AFSCME, Local One to update the Memorandum of Understanding (MOU) between the parties to replace all references to the classifications of Agricultural Biologist II and Weights & Measures Inspector II with Agricultural Biologist/Weights & Measures Inspector II, replace all references to the classifications of Agricultural Biologist I and Weights & Measures Inspector I with Agricultural Biologist/Weights and Measures Inspector I, and amend Subsection 53.1.A - Department of Agriculture Personnel to remove the requirement for Agricultural Biologist/Weights & Measures Inspectors II and III to possess a Hazardous Materials Endorsement to be eligible to receive the 2.5% differential.

FISCAL IMPACT:
No additional fiscal impact. The differential already exists but is being allocated to a different classification with different criteria. The differential is only available for a limited number of positions.

BACKGROUND:
The classifications eligible for the differential under Section 53.1.A were modified in 2024 and should be revised throughout the MOU to reflect the current classification names.

Previously, staff were required to possess a Hazardous Materials Endorsement to receive the 2.5% differential under Section 53.1.A of the MOU. Agriculture/Weights and Measures Department recently confirmed with the State of California that their staff do not require a Hazardous Materials Endorsement because Agricultural Biologist/Weights & Measures Inspectors II and III do not transport the types of hazardous materials covered by the endorsement. Removal of this language will allow eligible employees to receive the 2.5% differential for possession of a Class A license without the unnecessary Hazardous Materials Endorsement.

CONSEQUENCE OF NEGATIVE ACTION:
Eligible Agricultural Biologist/Weights & Measures Inspectors II and III will continue to be unable to receive the 2.5% differential unless they obtain a Hazardous Materials Endorsement.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF the Side Letter between Contra Costa County and AFSCME, Local 1 modifying Section 53.1.A of the Memorandum of Understanding between the parties.

The Contra Costa County Board of Supervisors, acting in its capacity as the governing body of the County of Contra Costa RESOLVES THAT:

The Side Letter between Contra Costa County and AFSCME, Local 1 be ADOPTED.

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SIDE LETTER
BETWEEN
CONTRA COSTA COUNTY
AND
AFSCME, Local One

This Side Letter is by and between AFSCME, Local One ("Union") and the County of Contra Costa ("County") (herein after "the Parties"). This Side Letter is effective on September 1, 2026, or the first of the month following Board of Supervisors approval, whichever is later.

The Parties agree to amend the Memorandum of Understanding (MOU) between the County and AFSCME, Local One (July 1, 2022 – June 30, 2027) to (1) replace all references to the classifications of Agricultural Biologist II and Weights & Measures Inspector II with Agricultural Biologist/Weights & Measures Inspector II, (2) replace all references to the classifications of Agricultural Biologist I and Weights & Measures Inspector I with Agricultural Biologist/Weights & Measures Inspector I, and (3) amend Subsection 53.1.A. – Department of Agriculture Personnel of Section 53 – Unit Items as follows:

SECTION 53 - UNIT ITEMS

Specific working conditions for the various units represented by the Union are listed in Sections 53.1 through 53.5.

53.1 Agriculture - Animal Services Unit

A. Department of Agriculture Personnel

1. As circumstances dictate, the Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: ~~One (1)~~ Two (2) Agricultural Biologist~~, one (1) /~~Weights & Measures Inspectors and one (1) Pest Detection Specialist and appropriate management representatives.

2. Permanent employees in the classifications of Agricultural Biologist/Weights & Measures Inspector II, and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

3. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the classes of Lead Pest Detection Specialist – Project (B9T1), Pest Detection Specialist-Project (B9W1) and Glassy-Winged Sharpshooter Specialist – Project (B9W3) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they

were in a pay status.

4. Permanent employees in the classification of Agricultural Biologist/Weights & Measures Inspector II~~, Weights & Measures Inspector III~~ and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

5. Effective on [INSERT DATE], ~~T~~two (2) employees, as designated by the Department in the classification of Agricultural Biologist/Weights & Measures Inspector II or Agricultural Biologist/Weights & Measures Inspector III shall receive a two and one-half percent (2.5%) differential of base pay for operating specialized large capacity inspection equipment. A Class "A" California Driver's license ~~with a Hazardous Materials Endorsement~~ is required for this differential.

(All other portions of Section 53 remain unchanged)

This Side Letter will remain in effect through the term of the current MOU between the County and AFSCME, Local One (July 1, 2022 – June 30, 2027). The terms of this Side Letter will be incorporated in the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between the County and AFSCME, Local One remain unchanged by this Side Letter.

Date: 7/20/2026

CONTRA COSTA COUNTY: *(Signature / Printed Name)*	**AFSCME, Local One:** *(Signature / Printed Name)*
DocuSigned by: David Sanford / David Sanford	DocuSigned by: Lisa Davis / Lisa Davis
Signed by: Matt Slattengren / Matt Slattengren	DocuSigned by: AC Silva / Andrew Silva
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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-320 **Agenda Date:** 8/25/2026 **Agenda #:** C.26.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: Resolution Authorizing the Execution and Delivery of a Facility Sublease for the West County Reentry, Treatment and Housing Project, commonly known as the Contra Costa Jail Project.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

1. APPROVE the Facility Sublease between Contra Costa County and the California Board of State and Community Corrections for the West County Reentry, Treatment and Housing Project, commonly known in the State financing documents as the Contra Costa Jail Project, substantially in the form presented to the Board.

2. ADOPT resolution approving and authorizing the execution and delivery of a Facility Sublease with the California Board of State and Community Corrections for the West County Reentry, Treatment and Housing Project, commonly known as the Contra Costa Jail Project (Project), consenting to the related Site Lease and Facility Lease, and authorizing County officers to execute related documents and take actions necessary to facilitate the issuance of State Public Works Board lease revenue bonds to finance the Project.

FISCAL IMPACT:

The project was constructed utilizing $70 million awarded to the County from the State of California through SB 844 and is predicated on the State's ability to issue lease-revenue bonds. This action is required as part of the funding award. 100% State funds.

BACKGROUND:

On February 7, 2017 the Board approved Resolution 2017/44 authorizing the submission of a grant application for Senate Bill (SB) 844 funding and agreed to execute project documents deemed necessary for the state to effectuate the financing, to support the construction of the West County Reentry, Treatment and Housing (WRTH) project, commonly known as the Contra Costa Jail Project (Project). SB 844 authorized the Board of State Community Corrections (BSCC), on behalf of the State of California, to provide state lease-revenue bond financing for the acquisition, design, and construction of adult local criminal justice facilities. The County was ultimately awarded $70 million under SB 844 to support the construction of the project.

The project includes the construction of a stand-alone, one story facility on county-owned land and provides space for housing, mental health, medical and dental health services, programs/programming, and administrative and building support. The facility consists of both standard housing and mental health housing with approximately 275 high-security beds in five housing units. The facility achieved a LEED Gold certification. In December 2021, the Board awarded the design-build contract to Sletten Construction, Inc. The project was substantially completed on March 26, 2026 and on April 28, 2026, the Board adopted Resolution 2026-159 accepting as complete the contracted work performed by Sletten Construction, Inc.

The State is now completing the long-term financing of its contribution to the Project through the issuance of lease-revenue bonds by the State Public Works Board. The bonds will be repaid through lease payments made by BSCC from funds appropriated by the State. As part of the financing structure, the County previously leased the Project site to BSCC. In connection with the bond issuance, BSCC will lease the site to the State Public Works Board, which will lease the site and completed facility back to BSCC. BSCC will then sublease the facility to the County so that the County may continue to occupy, operate, and maintain it. Upon repayment of the bonds and other Project indebtedness, the financing leases are intended to terminate and the Project will remain with the County.

The Facility Sublease presented for approval is therefore a required component of the State's lease-revenue bond financing structure. Under the Facility Sublease, the County will operate and maintain the facility and comply with requirements associated with the State financing, including restrictions intended to preserve the tax-exempt status of the bonds. The proposed resolution approves the Facility Sublease substantially in the form presented to the Board, consents to the related Site Lease and Facility Lease, and authorizes designated County officers to execute the Facility Sublease and other documents and take actions necessary to complete the State's bond financing.

CONSEQUENCE OF NEGATIVE ACTION:

The County would be unable to execute the Facility Sublease required to complete the State's lease-revenue bond financing for the Project, which could jeopardize the County's $70 million State financing award.

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 BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY SUBLEASE FOR THE CONTRA COSTA JAIL PROJECT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the County of Contra Costa (the "County"), the State Public Works Board of the State of California (the "Board"), and the Board of State and Community Corrections of the State of California (the "Department") have previously entered into that certain Second Amended and Restated Project Delivery and Construction Agreement dated as of January 26, 2026, with respect to the construction of an adult local criminal justice facility, commonly known as the Contra Costa Jail Project described in Exhibit A hereto (the "Project"); and

WHEREAS, the County has leased to the Department certain real property (the "Site") described in Exhibit B to that certain Amended and Restated Ground Lease dated as of May 23, 2022 by and between the County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on May 31, 2022 in the Official Records of the County as Document No. 2022-0091271 (the "Ground Lease") on which the Project has been constructed; and

WHEREAS, the Department and the County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of February 22, 2021 and recorded on March 12, 2021 in the Official Records of the County as Document No. 2021-0076251 (the "Easement Agreement") pursuant to which the County granted to the Department and the Board certain appurtenant easements in certain property adjacent to the Site; and

WHEREAS, the Board intends to provide long-term financing for the Project through the issuance and sale of lease revenue bonds of the Board (the "Bonds") as authorized by the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) (the "Act"), which Bonds will be secured, in part, by the Base Rental payments to be made under a Facility Lease to be entered into by and between the Department and the Board (the "Facility Lease"); and

WHEREAS, in connection with the issuance of the Bonds, the Department intends to lease the Site to the Board pursuant to the terms of a Site Lease between the Board and the Department (the "Site Lease") and the Board intends to lease the Site and the Project (together, the "Facility") to the Department pursuant to the terms of the Facility Lease; and

WHEREAS, upon the issuance of the Bonds, the County and the Department intend to enter into a Facility Sublease (the "Facility Sublease"), in substantially the form presented to the Board of Supervisors for approval at the meeting at which this resolution is being adopted;

NOW, THEREFORE, the Board of Supervisors of the County of Contra Costa DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. The form of the Facility Sublease presented at this meeting is hereby approved. Each of the Chair of the Board of Supervisors, the Vice Chair of the Board of Supervisors and the County Administrator (or any acting or interim of such positions or their designees) (collectively, the "Authorized Officers"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk of the Board of Supervisors is authorized to attest, the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the Department or the Board as conditions to the

issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers each of whom, acting alone, is authorized to approve such changes. Each of the Authorized Officers is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Facility Sublease. The County hereby consents to the terms of the Site Lease and the Facility Lease and acknowledges that the County's right to occupy the Facility pursuant to the Facility Sublease may be terminated in accordance with Section 10 of the Facility Sublease, including (i) in the event of a default under the Facility Lease, as a result of the Board exercising its rights to re-enter and re-let the Facility in accordance with the Facility Lease, and (ii) in the event of a default under the Facility Sublease as a result of the Department exercising its rights to re-enter and re-let the Facility in accordance with the Facility Sublease.

SECTION 3. The County affirms that the Ground Lease and the Easement Agreement remain in full force and effect and enforceable against the County in accordance with their terms.

SECTION 4. Each of the Authorized Officers and the other officers of the County, acting alone, is hereby authorized to do any and all things and to execute and deliver any and all documents, certificates (including tax certificates) and agreements (including any amendments to the Ground Lease and Easement Agreement) which they may deem necessary and advisable in order to consummate the execution and delivery of the Facility Sublease and the issuance of the Bonds and otherwise effectuate the purposes of this Resolution. In the event that the Clerk of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

ADOPTED, SIGNED AND APPROVED this 25th day of August, 2026.

Diane Burgis
Chair of the Board of Supervisors
Contra Costa County, California

ATTEST:

Monica Nino
County Administrator and Clerk of the Board of Supervisors
Contra Costa County, California

EXHIBIT A

DESCRIPTION OF PROJECT

Contra Costa Jail Project: The Contra Costa Jail Project (SB 844) is located at 5555 Giant Highway, Richmond, CA 94806. The project includes the construction of a stand-alone, one-story jail facility, on county-owned land in the city of Richmond. The facility provides space for housing; mental health; medical and dental health services; programs/programming; and administrative and building support. The facility consists of both standard housing and mental health housing with approximately 275 high-security beds in five housing units, four of which contain a mezzanine level. Each housing unit within the facility includes a dayroom, recreation space, classrooms, interview rooms, and a satellite meal reheating station. Programming and treatment space for medical, mental health, and dental services are provided, as well as space for vocational and reentry training, central control, holding cells, interview rooms, and both in-person and video visitation. This facility includes, but is not limited to, utilities; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; communications; security systems; site improvements and landscaping; fire protection systems; security fencing; an emergency generator; and all necessary appurtenances. The housing unit portion of the building is constructed of structural precast concrete wall panels and double-tee roof members with interior reinforced block walls and poured-in-place concrete floors. The support portion of the building is built of insulated reinforced concrete masonry units and steel structural elements. The exterior walls at the main entry area are clad with attractive metal panels while small portions of the housing unit walls utilize an exterior insulation finish system. The entire facility is topped with a thermoplastic polyolefin roofing system designed for weather resistance and durability. High security doors, hardware, and controls are utilized throughout the building. The facility achieved a LEED Gold certification.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

STRADLING YOCCA CARLSON & RAUTH
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Lawrence Chan, Esq.

[Space above for Recorder's use.]

FACILITY SUBLEASE

by and between the

BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA,
as Sublessor

and

COUNTY OF CONTRA COSTA,
as Sublessee

Dated as of _____ 1, 2026

CONTRA COSTA JAIL PROJECT
(CONTRA COSTA COUNTY)

NO DOCUMENTARY TRANSFER TAX DUE. This Facility Sublease is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103, 27383 and 27388.1 (a)(2)(D) and (d)(2) of the California Government Code. Lease term less than 35 years.

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FACILITY SUBLEASE

This Facility Sublease (the "Facility Sublease"), dated as of _____ 1, 2026, is made and entered into by and between the BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA, as sublessor (the "Department") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California, as sublessee (the "Participating County").

R E C I T A L S

WHEREAS, pursuant to Chapter 3.132 of Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15820.94 (together, the "Law"), the State Public Works Board (the "Board") is authorized to finance the acquisition, design, and construction of an adult local criminal justice facility; and

WHEREAS, in accordance with the Law, the Participating County has constructed an adult local criminal justice facility as described in Exhibit B hereto (the "Project"), which is located at 5555 Giant Highway, Richmond, CA 94806, on the real property described and depicted in Exhibit A hereto (the "Site"), fee title to which is owned by the Participating County; and

WHEREAS, the Participating County, as fee owner of the Site, has leased the Site to the Department pursuant to an Amended and Restated Ground Lease, dated as of May 23, 2022, executed by and between the Participating County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on May 31, 2022 in the Official Records of the County of Contra Costa as Document No. 2022-0091271 (the "Ground Lease"); and

WHEREAS, further to the terms of the Ground Lease, the Department and the Participating County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of February 22, 2021 and recorded on March 12, 2021 in the Official Records of the County of Contra Costa as Document No. 2021-0076251 (the "Easement Agreement") pursuant to which the Participating County granted to the Department and the Board certain appurtenant easements in certain property described in the Easement Agreement and depicted in Exhibit A hereto (the "Easement Property") necessary for the quiet enjoyment and beneficial use of the Site by the Department and the Board; and

WHEREAS, pursuant to the Law, the Board has issued the Bonds (as defined in the Facility Lease (as defined below)) to finance and refinance the Project, in conjunction with which the Department, as lessor, and the Board, as lessee, entered into the Site Lease (as defined in the Facility Lease), providing for the sublease of the Site, the existing improvements thereon and all rights appurtenant thereto to the Board, and the Board, as lessor, and the Department, as lessee, entered into a facility lease dated as of _____ 1, 2026, as amended from time-to-time (the "Facility Lease"), providing for the leasing of the Site and the Project to the Department (the Site, together with the Project, the "Facility"); and

WHEREAS, the Site Lease and the Facility Lease will provide security for the Bonds which have been issued by the Board under the Indenture (as defined in the Facility Lease), by and between the Board and the Treasurer of the State of California, as trustee (the "State Treasurer"); and

WHEREAS, the Department, pursuant to the Law, is authorized to enter into one or more subleases and/or contracts with the Participating County; and

WHEREAS, the Participating County, as sublessee, will be responsible for all the maintenance and operating costs for the Facility; and

WHEREAS, payment of the principal of and interest on the Bonds will be made through rental payments made under the Facility Lease by the Department from annual appropriations to the Department included in the State budget, but the costs of operating and maintaining the Facility will be paid by the Participating County; and

WHEREAS, it is the intent of the parties that, upon the payment in full of the Bonds and all other indebtedness incurred by the Board for the Project, if any, the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and this Facility Sublease will terminate in accordance with their respective terms and fee title to the Project will vest in the Participating County pursuant to the terms and conditions in the Ground Lease.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned such terms in the Facility Lease or the Indenture.

SECTION 2. Sublease of the Facility to the Participating County Subject to Facility Lease. The Participating County hereby leases the Facility from the Department, and the Department hereby leases the Facility to the Participating County, on the terms and conditions hereinafter set forth, subject to all easements, encumbrances and restrictions of record, including without limitation, the terms and conditions of the Site Lease and the Facility Lease. This Facility Sublease is in all respects subordinate and subject to the Site Lease and the Facility Lease. The Participating County covenants it shall continuously operate and maintain the Facility and shall have no right to abandon the Facility.

SECTION 3. Term. The term of this Facility Sublease shall commence on the date of initial issuance and delivery of the Bonds and shall terminate on the same date as the Facility Lease, unless such term is extended by the parties hereto, or unless sooner terminated as provided herein, provided, however, except as set forth in Section 10(b) or (c), no termination of this Facility Sublease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 4. Consideration and Conflict between Documents. The Department makes this Facility Sublease in consideration for the public benefit to the State of California (the "State") provided by the Project, which is described in Government Code Section 15820.943, and for the undertaking by the Participating County of the financial obligations required under this Facility Sublease. This Facility Sublease is subject to the terms of the Ground Lease, Easement Agreement, Site Lease and Facility Lease and in the event of a conflict between this Facility Sublease and any of the Ground Lease, the Easement Agreement, the Site Lease or the Facility Lease, the provisions of the Ground Lease, the Easement Agreement, the Site Lease or the Facility Lease, as the case may be, shall control.

SECTION 5. Purpose and Use. The Site shall be used by the Participating County for the purpose of staffing, operating and maintaining the Project and appurtenances related thereto, in order

to provide the Project and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies. The Participating County shall be required to obtain the prior written consent of the Department and the Board for any change in use of the Facility, or any part thereof.

SECTION 6. Obligations of Participating County.

(a) Maintenance, Repair, Replacement and Utilities. The Participating County shall, at its own cost and expense, pay for all maintenance and repair, both ordinary and extraordinary, of the Facility. The Participating County shall at all times maintain, or otherwise arrange for the maintenance of, the Facility in good condition, and the Participating County shall pay for, or otherwise arrange for, the payment of all utility services supplied to the Facility, and shall pay for, or otherwise arrange for, the payment of the costs of the repair and replacement of the Facility resulting from ordinary or extraordinary wear and tear or want of care on the part of the Participating County or any other cause (except for a catastrophic uninsured loss), and shall pay for, or otherwise arrange for, the payment of any insurance policies, except those provided by the Department pursuant to the Facility Lease.

(b) Rent. The Department shall pay all Base Rental and Additional Rental as defined in and as required under the Facility Lease. The Participating County shall pay upon the order of the Department or the Board as rent hereunder such amounts, if any, in each year as shall be required by the Department or the Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Department, the Board or the State Treasurer affecting or relating to the Facility or their respective interests or estates therein. Except for the Base Rental and Additional Rental obligations and insurance obligations as specified in the Facility Lease, the Department shall have no duty under this Facility Sublease to pay for any other costs to maintain and operate the Facility. The rent required under this Section 6(b) shall be abated proportionately during any period in which the Department's obligation to pay rent under the Facility Lease shall be abated.

The Participating County shall submit to the Department within 15 Business Days of the final adoption of the Participating County's budget each year, a copy of its approved and authorized budget, or other written information acceptable to the Department, that details the amounts allocated to maintain and operate the Facility, including any reserves. On November 1 of each year during the term of this Facility Sublease, the Department shall submit a report to the Board including a summary of the information provided by the Participating County as set forth in this paragraph. This report shall be in a form approved by the Board and shall incorporate any other summary to be provided by the Department pursuant to the terms of any facility sublease entered into by the Department in connection with facilities constructed pursuant to the Law, as applicable.

SECTION 7. Insurance.

(a) Insurance Obligations of the Department. The Department will pay or cause to be paid the cost of all insurance required to be maintained under the Facility Lease. The Participating County will not be required to pay or reimburse the Department or any other State agency for these insurance costs or any deductible paid by the State. The Department will provide, or cause to be provided, proof of insurance coverage to the Participating County upon request of the Participating County.

In the event of (i) damage or destruction of the Facility caused by the perils covered by the insurance required under the Facility Lease and (ii) if the Board elects, under the terms of the Facility Lease and the Indenture, to redeem the outstanding Bonds, and (iii) if any insurance proceeds remain after the Bonds have been redeemed and such remaining proceeds are not needed under the terms of the Indenture, and (iv) such funds are distributed to the Department, then the Department agrees to distribute such funds to the Participating County.

The Department will not insure the Participating County's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Participating County's, subtenants or assigns, if any, or invitees. The Department shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Facility by the Participating County caused by fire or other casualty, or to replace any such personal property or trade fixtures. The Participating County may, at its sole option and expense, obtain physical damage insurance covering its equipment, stored goods, other personal property, fixtures or tenant improvement or obtain business interruption insurance.

To the extent permitted by law, the Department and the Participating County agree to release the other and waive their rights of recovery against the other for damage to the Facility or their respective property at the Facility arising from perils insured under any commercial property insurance listed in this Facility Sublease or the Facility Lease. The property insurance policies of the Department and the Participating County shall contain a waiver of subrogation endorsement in favor of the other.

(b) Insurance Obligations of the Participating County. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State of California and maintain during the entire term of this Facility Sublease, the following insurance coverage for the Facility:

(1) General liability insurance in an amount not less than one million Dollars ($1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;

(2) By signing this Facility Sublease, the Participating County hereby certifies that it is aware of the provisions of Section 3700, *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Facility Sublease.

(3) Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars ($1,000,000) per occurrence. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles or coverage for any auto.

(c) Additional Insureds. The Participating County agrees that the Department and the Board and their officers, agents and employees shall be included as additional insureds in all insurance required herein; provided, however that this Section 7(c) shall not apply to the Workers' Compensation insurance referenced in Section 7(b)(2) hereof.

(d) Insurance Certificate. The Participating County shall submit or cause to be submitted to the Department, by no later than June 30th of each year, a certificate of insurance or other evidence of insurance in a form satisfactory to the Department demonstrating that the insurance required to be maintained by the Participating County hereunder is in full force and effect.

(e) Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County and acceptable to the Department and the Board. The Participating County shall furnish the Department and the Board with a certificate or other written evidence of the Participating County's election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

SECTION 8. Assignment, Subletting of Facility or Third Party Use.

(a) The Participating County shall not sublet, assign or allow any third party, including but not limited to the federal government or any agency or instrumentality thereof, to use any portion of the Facility, or permit its subtenants, assignees or third party users to sublet or assign portions of the Facility, without obtaining the prior written consent and approval of the Department and the Board, which may be granted or denied in their sole discretion, and, provided further, that any such sublease, assignment or use agreement shall be subject to the following conditions:

(1) Any sublease, assignment or use agreement related to the Facility entered into or consented to by the Participating County shall explicitly provide that such agreement is subject to all rights of the Board under the Facility Lease, including, the Board's right to re-enter and re-let the Facility or terminate the Facility Lease upon a default by the Department and to all rights of the Department under this Facility Sublease including, the Department's right to re-enter and re-let the Facility or terminate this Facility Sublease upon a default by the Participating County; and

(2) At the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such sublease, assignment or use agreement will not, in and of itself, cause the interest on the Bonds issued on a tax-exempt basis to be included in gross income for federal income tax purposes.

(b) The Participating County acknowledges that, if the Department breaches the terms of the Facility Lease, a remedy for such breach available to the Board under the Facility Lease is to enter and re-let the Facility to an entity other than the Department. If the Board, at its discretion, chooses to exercise this remedy, the Board agrees that its first offer to relet the Facility shall be made to the Participating County; provided, however, the terms of such offer shall be determined at the sole reasonable discretion of the Board.

(c) This Facility Sublease shall not be subordinated to any sublease, assignment or use agreement.

(d) So long as any Bonds remain Outstanding, the obligation under paragraph (a) above for the Participating County to obtain the written consent and approval of the Department and

the Board prior to subletting, assigning or allowing any third party use of any portion of the Facility shall survive the termination of this Facility Sublease.

SECTION 9. Hazardous Materials. The Participating County shall fully disclose in writing to the Department and the Board the existence, extent and nature of any Hazardous Materials (defined below), substances, wastes or other environmentally regulated substances, of which the Participating County has actual knowledge relative to the Facility. The Participating County further warrants, covenants and represents that it will promptly notify the Department and the Board in writing of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in, around or under the Facility or used in connection therewith, of which the Participating County gains actual knowledge, and will transmit to the Department and the Board copies of any citations, orders, notices or other material governmental or other communication received by the Participating County with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Facility. The Participating County shall ensure (as to itself), and shall use its best efforts to ensure (as to its contractors, consultants, sublessees and other agents), that all activities of the Participating County or any officers, employees, contractors, consultants, sublessees, or any other agents of the Participating County performed at the Facility will be in full compliance with all Environmental Laws, and further agrees that neither the Participating County nor its contractors, consultants, sublessees, agents, officers or employees will engage in any management of solid wastes or Hazardous Materials at the Facility which constitutes noncompliance with or a violation of any Environmental Laws. If there is a release of Hazardous Materials on or beneath the Facility which constitutes noncompliance with or a violation of any Environmental Laws, the Participating County shall promptly take all action necessary to investigate and remedy such release.

The Participating County shall defend, indemnify and hold the State of California, including, but not limited to, the Department, the Board and their officers, directors, agents, employees and successors and assigns (each, an "Indemnified Party" and, together, the "Indemnified Parties") harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants', or experts' fees and expenses of every kind and nature) suffered by or asserted against one or more of the Indemnified Parties as a direct or indirect result of any warranty or representation made by the Participating County in the preceding paragraph being false or untrue in any material respect or the breach of any obligation of the Participating County in the preceding paragraph or as a result of any act or omission on the part of the Participating County or any contractor, consultant, sublessee or other agent of the Participating County which constitutes noncompliance with or a violation of any Environmental Laws. The indemnification obligations set forth in this paragraph shall survive any termination of this Facility Sublease.

"Hazardous Materials" means any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous substance", "hazardous material", "toxic substance", "solid waste", "pollutant or contaminant", "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C.A §§ 9601 *et seq*.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C.A §§ 6901 *et seq*.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C.A §§ 1251 *et seq*.]; the Toxic Substances Control Act ("TSCA") [15 U.S.C.A §§ 2601 *et seq*.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A §§ 136 *et seq*.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A §§ 9601

et seq.]; the Clean Air Act [42 U.S.C.A §§ 7401 *et seq*.]; the Safe Drinking Water Act [42 U.S.C.A §§ 300f *et seq*.]; the Solid Waste Disposal Act [42 U.S.C.A §§ 6901 *et seq*.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A §§ 1201 *et seq*.]; the Emergency Planning and Community Right-to-Know Act [42 U.S.C.A §§ 11001 *et seq*.]; the Occupational Safety and Health Act [29 U.S.C.A §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code §§ 25280 *et seq*.]; the California Hazardous Substances Account Act [Health & Saf. Code §§ 25300 *et seq*.]; the California Hazardous Waste Control Act [Health & Saf. Code §§ 25100 *et seq*.]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code §§ 25249.5 *et seq*.]; the Porter-Cologne Water Quality Act [Wat. Code §§ 13000 *et seq*.], including without limitation, Sections 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 78075 of the California Health and Safety Code, Division 45, Part 2, Chapter 1 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code.

"Environmental Laws" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to Hazardous Materials to which the Participating County or the Facility is subject, including all those laws referenced above in the definition of Hazardous Materials.

SECTION 10. Termination, Breach, Default and Damages.

(a) This Facility Sublease shall terminate upon the occurrence of the expiration of the Facility Lease as set forth in Section 3.

(b) If the Participating County shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Participating County for a period of sixty (60) days after notice of the same has been given to the Participating County by the Department or the Board or for such additional time as is reasonably required, in the sole discretion of the Department, with the consent of the Board, to correct any of the same, the Participating County shall be deemed to be in default hereunder and it shall be lawful for the Department to exercise any and all remedies available pursuant to law or granted pursuant to this Facility Sublease. Upon any such default, the Department, in addition to all other rights and remedies it may have at law, shall, with the consent of the Board, have the option to do any of the following:

(1) To terminate this Facility Sublease in the manner hereinafter provided on account of default by the Participating County, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the event of such termination, the Participating County agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Department and the Board all damages recoverable at law that the Department may incur by reason of default by the Participating County, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained. Neither notice to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Department nor any proceeding in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting

such re-entry or obtaining possession of the Facility, nor the appointment of a receiver upon initiative of the Department to protect the Board's interest under the Facility Lease shall of itself operate to terminate this Facility Sublease, and no termination of this Facility Sublease on account of default by the Participating County shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Department shall have given written notice to the Participating County of the election on the part of the Department to terminate this Facility Sublease. The Participating County covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this Facility Sublease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Department by such written notice.

(2) Without terminating this Facility Sublease, (i) to enforce any term or provision to be kept or performed by the Participating County or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Department does not elect to terminate this Facility Sublease in the manner provided for in subparagraph (1) hereof, the Participating County shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Participating County, and notwithstanding any entry or re-entry by the Department or suit in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting a re-entry or obtaining possession of the Facility. Should the Department elect to re-enter as herein provided, the Participating County hereby irrevocably appoints the Department as the agent and attorney-in-fact of the Participating County to re-let the Facility, or any part thereof, from time to time, either in the Department's name or otherwise, upon such terms and conditions and for such use and period as the Department may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Participating County, and the Participating County hereby exempts and agrees to save harmless the Department from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Department or its agents. The Participating County agrees that the terms of this Facility Sublease constitute full and sufficient notice of the right of the Department to re-let the Facility in the event of such re-entry without effecting a surrender of this Facility Sublease. The Participating County further agrees that no acts of the Department in effecting such re-letting shall constitute a surrender or termination of this Facility Sublease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Participating County the right to terminate this Facility Sublease shall vest in the Department to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Participating County further agrees to pay the Department the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Participating County of the completion and installation of such additions or alterations.

(c) This Facility Sublease may be terminated at the option of the Board if the Board determines to exercise its right to enter and re-let the Facility under the Facility Lease pursuant to a default by the Department thereunder.

(d) In addition to any default resulting from breach by the Participating County of any term or covenant of this Facility Sublease, if (1) the Participating County's interest in this Facility Sublease or any part thereof be assigned, sublet or transferred without the prior written consent to the Department and the Board, either voluntarily or by operation of law, or (2) the Participating County or

any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Participating County asks or seeks or prays to be adjudicated as bankrupt, or is to be discharged from any or all of the Participating County's debts or obligations, or offers to the Participating County's creditors to effect a composition or extension of time to pay the Participating County's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Participating County's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Participating County, or if a receiver of the business or of the property or assets of the Participating County shall be appointed by any court, except a receiver appointed at the insistence or request of the Department or the Board, or if the Participating County shall make a general or any assignment for the benefit of the Participating County's creditors, or (3) the Participating County shall abandon the Facility, then the Participating County shall be deemed to be in default hereunder.

(e) The Department shall in no event be in default in the performance of any of its obligations hereunder unless and until the Department shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the Participating County to the Department that the Department has failed to perform any such obligation.

(f) The Participating County hereby waives any and all claims for damages caused or which may be caused by the Department in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Department or its agents.

Each and all of the remedies given to the Department hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Department to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Department of the Facility. If any statute or rule of law validly shall limit the remedies given to the Department hereunder, the Department nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Department shall prevail in any action brought to enforce any of the terms and provisions of this Facility Sublease, the Participating County agrees to pay reasonable attorney's fees incurred by the Department in attempting to enforce any of the remedies available to the Department hereunder, whether or not a lawsuit has been filed.

SECTION 11. Additions, Betterments, Extensions or Improvements; Prohibition Against Encumbrance.

(a) Subject to the limitations set forth in this Section 11, at its sole cost and expense, the Participating County shall have the right during the term of this Facility Sublease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures

or signs are necessary or beneficial for the use of the Facility by the Participating County; provided, however, that any such changes to the Facility shall be made in a manner that does not result in an abatement of the rental hereunder or the rental due from the Department under the Facility Lease.

(b) If any proposed additions, betterments, extensions or improvements of the Facility require the recommendations to be provided by the Department acting pursuant to the provisions of California Penal Code Section 6029 or other law granting similar regulatory authority to the Department, the Participating County shall, concurrently with the submission to the Department, request the approval of the Department and the Board to such additions, betterments, extensions or improvements. The Participating County acknowledges the commencement of such additions, betterments, extensions or improvements shall be subject to receipt by the Participating County of the Board's approval thereto. In the event the Participating County shall at any time during the term of this Facility Sublease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the Participating County shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Participating County in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Department's or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Department's or the Board's interest therein, the Participating County shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Participating County desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Participating County shall forthwith pay or cause to be paid and discharged such judgment. In accordance with Section 20, the Participating County agrees to and shall, to the maximum extent permitted by law, defend, indemnify and hold the Department, the Board, the State Treasurer and their officers, directors, agents, employees, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Department's or the Board's interest therein.

(c) The Participating County agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility or the Easement Property except Permitted Encumbrances (defined below).

The term "Permitted Encumbrances" means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent; (2) the Ground Lease, the Site Lease and the Facility Lease, as they may be amended from time to time; (3) easements (including the Easement Agreement), rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the date of issuance of the Bonds; (4) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of issuance of the Bonds and to which the Board consents in writing; and (5) this Facility Sublease and any sublease, assignment or use agreement approved by the Board in accordance with Section 8 hereof.

(d) The Department hereby covenants and agrees that, except as set forth in Sections 8 and 10, neither this Facility Sublease nor any interest of either party in this Facility Sublease

shall be sold, mortgaged, pledged, assigned, or transferred by voluntary act or by operation of law or otherwise.

(e) The Participating County shall not in any manner impair, impede, or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 12. Continuing Disclosure. The Participating County hereby covenants and agrees that it will fully cooperate with the Department, the Board and the State Treasurer so that they can comply with and carry out all of the provisions of the Continuing Disclosure Agreement and will provide all information reasonably requested by the Department, the Board or the State Treasurer regarding the Facility, in connection with continuing disclosure obligations. The Participating County further covenants to provide notice to the Department, the Board and the State Treasurer within five Business Days of the occurrence of any event which causes any portion of the Facility not to be available for beneficial use or occupancy by the Participating County.

SECTION 13. Status of Private Activity Use of the Facility. The Participating County hereby covenants and agrees to provide information to the Department and the Board by January 31 of each year regarding "Private Use" (as such term is defined in Section 14(d) below), if any, of the Facility. Any such private use must be consistent with the Participating County's covenants pursuant to Section 14 hereof. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds and acknowledged to by the Participating County in its certificate attached to the Tax Certificate. The obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease so long as any Bonds issued on a tax-exempt basis remain Outstanding.

SECTION 14. Tax Covenants.

(a) The Participating County covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended; and any applicable regulations promulgated from time to time thereunder. The Participating County further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds which are issued on a tax-exempt basis.

(b) The Participating County covenants that it will not use or permit more than 10% of (i) the proceeds of the Bonds which are issued on a tax-exempt basis or the Project to be used in the aggregate for any activities that constitute a "Private Use" (as such term is defined in paragraph (d) below). The Participating County covenants that it will not cause more than 10% of the principal of or interest on the Bonds which are issued on a tax-exempt basis under the terms thereof or any underlying arrangement, to be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or which will be derived from payments in respect of property used for a Private Use.

(c) The Participating County covenants that it shall not take or permit to be taken any action or actions which would cause more than 5% of the proceeds of the Bonds which are issued on a tax-exempt basis or the Project to be used for a Private Use that is unrelated or disproportionate to the governmental use of the proceeds of such Bonds (an "Unrelated or Disproportionate Use") or to cause more than 5% of the principal of or interest on such Bonds to be directly or indirectly secured

by any interest in property used or to be used for a Private Use that is an Unrelated or Disproportionate Use or in payments in respect of property used or to be used for a Private Use that is an Unrelated or Disproportionate Use.

(d) The term "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities other than a "governmental person," which is defined within Treasury Regulation Section 1.141-1(b) as a state or local governmental unit or any instrumentality thereof. A "governmental person" does not include the United States or any agency or instrumentality thereof. The leasing of property financed or refinanced with proceeds of the Bonds which are issued on a tax-exempt basis or the use by or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public shall constitute a Private Use. Private Use may also result from certain management and service contracts as described in paragraph (e) below.

(e) The Participating County will not enter into any arrangement with any person or entity other than a state or local governmental unit which provides for such person to manage, operate, or provide services with respect to the Facility (or any portion thereof) (a "Service Contract"), unless the Board, in its discretion, consents to such Service Contract.

(f) The Participating County covenants to maintain records relating to the Project as are required to be maintained by it in accordance with the Tax Certificate.

(g) The obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease so long as any Bonds which are issued on a tax-exempt basis remain Outstanding.

SECTION 15. No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Sublease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Sublease as well as another estate or interest in the Facility.

SECTION 16. Waste. The Participating County shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

SECTION 17. Amendments. This Facility Sublease may not be amended, changed, modified or altered without the prior written consent of the parties hereto and the Board.

SECTION 18. Waiver. Any waiver granted by the Department of any breach by the Participating County of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof. The Department shall not grant any such waiver without the prior written consent of the Board.

SECTION 19. Non-Liability of the Department and other State Entities. Any obligation of the Department created by or arising out of this Facility Sublease shall not impose a debt or pecuniary liability upon the Department, the Board or the State of California, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State.

The delivery of this Facility Sublease shall not, directly or indirectly or contingently, obligate the Board, the Department, the State Treasurer or the State of California to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the Participating County, the Board or the Department shall be construed to authorize the creation of a debt of the Board, the Department, the State Treasurer or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the Board, the Department or the State of California.

SECTION 20. Indemnification. As required by California Government Code Section 15820.944 the Participating County agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of the Participating County's use and occupancy of the Facility, including the use and occupancy of the Facility by any sublessee or invitee of the Participating County. The Participating County further agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of and the acquisition, design, and construction of the Project. The Participating County's obligation to indemnify, defend and hold harmless under this Section shall extend to all such claims and losses arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this Facility Sublease is in full force and effect. Notwithstanding the preceding sentence, the Participating County will not be required to indemnify, defend or hold harmless an Indemnified Party from any claim which arises, in whole or in part, from the gross negligence or willful misconduct or omission of such Indemnified Party. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease.

SECTION 21. Law Governing. This Facility Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this Facility Sublease shall, to the extent permitted by law, be brought, commenced or prosecuted in the courts of the State located in the County of Sacramento, California.

SECTION 22. Headings. All section headings contained in this Facility Sublease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Facility Sublease.

SECTION 23. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or via email, and addressed as follows:

To the Department:	Board of State and Community Corrections 2590 Venture Oaks Way, Suite 200 Sacramento, CA 95833 Attention: Executive Officer Email: aaron.maguire@bscc.ca.gov
To the Board:	State Public Works Board 915 "L" Street, 9th Floor Sacramento, CA 95814 Attention: Executive Director Email: PWBCompliance@dof.ca.gov
To the State Treasurer:	Treasurer of the State of California Public Finance Division P.O. Box 942809 Sacramento, CA 94209-0001 Attention: Public Finance Division Email:
To the Participating County:	County of Contra Costa 1025 Escobar Street Attention: Assistant County Administrator Email: eric.angstadt@cao.cccounty.us

The address to which notices shall be mailed or emailed as aforesaid to any party may be changed by written notice given by such party to the others as hereinabove provided.

SECTION 24. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 25. Validity and Severability. If for any reason this Facility Sublease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Department or by the Participating County, all of the remaining terms of this Facility Sublease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the Participating County hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facility Sublease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Participating County annually in consideration of the right of the Participating County to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this Facility Sublease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect, to the extent permitted by law.

SECTION 26. Execution. This Facility Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Facility Sublease. It is also agreed that separate counterparts of this Facility Sublease may separately be executed by the Department, the Participating County and any other signatory hereto, all with the same force and effect as though the same counterpart had been executed by the Department, the Participating County and such other signatory.

SECTION 27. Recordation of Lease. The notarization of the signatures of the signatories to this Facility Sublease is for the purpose of recordation of this Facility Sublease with the official records of the County of Contra Costa. This Facility Sublease shall be recorded in the official records of the County of Contra Costa solely for the purpose of giving constructive notice of this Facility Sublease to third parties as provided under State law. The failure of any signatory to obtain and affix a notarization to this Facility Sublease shall not affect the validity of this Facility Sublease. The date of recordation of this Facility Sublease shall not change, alter or modify the commencement date of this Facility Sublease as set forth in Section 3 hereof or the effectiveness of any provision of this Facility Sublease.

SECTION 28. Multiple Originals. This Facility Sublease may be executed in any number of originals, each of which shall be deemed to be an original.

SECTION 29. Net Lease. This Facility Sublease shall be deemed and construed to be a "net lease" and the Participating County hereby agrees that the rentals provided for herein shall be an absolute net return to the Department, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 30. Effect of Substitution. Notwithstanding any provision herein to the contrary, in the event of a substitution of another public facility or facilities and real property for all of the Facility pursuant to Section 25 of the Facility Lease (a "Substitution"), this Facility Sublease shall remain in full force and effect except as provided in this Section 30 and the County shall continue as the sublessee hereunder. Upon such Substitution, (a) the references to Site Lease and Facility Lease in Section 2 and Section 4 shall be deemed deleted and this Facility Sublease will no longer be subordinate to the Site Lease and the Facility Lease and the Department and the Board agree to record an appropriate document with the County Recorder's Office to remove the lien of the Site Lease and the Facility Lease against the Facility; (b) the references to the Department's obligations to pay Base Rental and Additional Rental and the abatement of rent paid by the Participating County in Section 6(b) shall be deemed deleted; (c) the first two paragraphs of Section 7(a) shall be deemed deleted and the Department and the Board will not be required to maintain any insurance with respect to the Facility; and (d) the references to the Facility Lease and the Board's rights under the Facility Lease in Section 8(a)(1) and the provisions of Section 8(b) and Section 10(c) shall no longer be of any force and effect and neither the Department nor the Board shall have any right to declare a default hereunder or to re-enter or re-let the Facility as a result of a default under the Facility Lease.

SECTION 31. Board as Third Party Beneficiary. The Board is a third party beneficiary of this Facility Sublease.

IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA

By: _____
Aaron R. Maguire
Executive Officer

APPROVED (Pursuant to Government Code section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA

By: _____
Michael Butler
Section Chief, Real Property Services Section

CONSENT AND ACKNOWLEDGEMENT OF THE BOARD:

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By: _____
Sydney Tanimoto Corley
Executive Director

COUNTY OF CONTRA COSTA

By: _____
Diane Burgis
Chair of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

THOMAS L. GEIGER
County Counsel

By: _____
Rebecca Hooley
Assistant County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Facility conveyed under the foregoing to the County of Contra Costa, a political subdivision duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Contra Costa, pursuant to authority conferred by resolution of the Board of Supervisors adopted on August 25, 2026, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026

COUNTY OF CONTRA COSTA

By: _____
Diane Burgis
Chair of the Board of Supervisors

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)
) ss.
COUNTY OF SACRAMENTO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

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)
) ss.
COUNTY OF CONTRA COSTA)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

EXHIBIT A

LEGAL DESCRIPTION OF SITE

EXHIBIT B

DESCRIPTION OF PROJECT

Contra Costa Jail Project: The Contra Costa Jail Project (SB 844) is located at 5555 Giant Highway, Richmond, CA 94806. The project includes the construction of a stand-alone, one-story jail facility, on county-owned land in the city of Richmond. The facility provides space for housing; mental health; medical and dental health services; programs/programming; and administrative and building support. The facility consists of both standard housing and mental health housing with approximately 275 high-security beds in five housing units, four of which contain a mezzanine level. Each housing unit within the facility includes a dayroom, recreation space, classrooms, interview rooms, and a satellite meal reheating station. Programming and treatment space for medical, mental health, and dental services are provided, as well as space for vocational and reentry training, central control, holding cells, interview rooms, and both in-person and video visitation. This facility includes, but is not limited to, utilities; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; communications; security systems; site improvements and landscaping; fire protection systems; security fencing; an emergency generator; and all necessary appurtenances. The housing unit portion of the building is constructed of structural precast concrete wall panels and double-tee roof members with interior reinforced block walls and poured-in-place concrete floors. The support portion of the building is built of insulated reinforced concrete masonry units and steel structural elements. The exterior walls at the main entry area are clad with attractive metal panels while small portions of the housing unit walls utilize an exterior insulation finish system. The entire facility is topped with a thermoplastic polyolefin roofing system designed for weather resistance and durability. High security doors, hardware, and controls are utilized throughout the building. The facility achieved a LEED Gold certification.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-318 **Agenda Date:** 8/25/2026 **Agenda #:** C.27.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: ADOPT Resolution updating and reaffirming the County Debt Management Policy, as recommended by the County Administrator.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

ADOPT Resolution updating and reaffirming the County Debt Management Policy.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On December 7, 2006, the Finance Committee reviewed and discussed a report regarding establishing a County Debt Management Policy. The Committee directed staff to report to the full Board on December 19, 2006 the recommendation to adopt a formal County Debt Management Policy. A formal policy was adopted on December 19, 2006 (Resolution No. 2006/773).

Since that time, the Board of Supervisors has worked exceptionally hard to address the County's financial issues and has set very ambitious and necessary goals for lowering cost growth, balancing the budget, and increasing reserves. These solutions have been aimed at addressing both short- and long-term needs and improving the County's future ability to maintain public services. The four financial policy areas that have contributed significantly to the Board's goals are the following:

- Budget Policy (established November 2006)
- General Fund Reserve Policy (established December 2005)
- Facilities Maintenance (included in Budget Policy)
- Debt Management Policy (established December 2006)

The Debt Management Policy establishes debt affordability standards that help the County to evaluate when, why, and how much debt should be issued. In addition, the Debt Management Policy:

- Establishes parameters for issuing and managing debt;
- Provides guidance to decision makers so as not to exceed the debt affordability standards;

- Directs staff on objectives to be achieved both pre- and post-issuance;
- Promotes objectivity in decision-making and limits the role of political influence;
- Describes responsibilities for Continuing Disclosure and Post-Issuance Tax compliance policies and procedures; and
- Facilitates the process by considering and making important policy decisions in advance of an actual financing.

Periodically, financial policies should be revised to keep current with best practices or changes in law. The Debt Affordability Advisory Committee (DAAC) reviews the existing Debt Management Policy on an annual basis and makes recommendations for revisions to the Board of Supervisors for consideration. The DAAC met on July 8, 2026 and reviewed proposed amendments to the Debt Management Policy and is recommending updates. Specifically, there are four updates to the policy for the Board's consideration at today's meeting:

- **Section IV(F). "Other Obligations Classified as Debt/Other Post-Employment Benefits (OPEB)."** Updates the section to current terminology and generally accepted accounting principles (GAAP), as established by the Governmental Accounting Standards Board (GASB). This update incorporates the current County accounting practices related to recording lease obligations in compliance with GASB 87 and subscription-based information technology arrangements (SBITAs) in compliance with GASB 96.

  F. Other Obligations Classified as Debt/Other Post-Employment Benefits (OPEB)/Compensated Absences. *OPEBs and compensated absences are earned by County employees based on time in service. The County records these benefits as earned in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB). Other obligations include leases, recorded in compliance with GASB 87 and Subscription-based information technology arrangements (SBITAs), recorded in compliance with GASB 96. The liability for the obligation is recorded on the Fund level financial statements. The expense is recorded during the conversion to the Government Wide financial statements in accordance with GASB standards. For Enterprise funds the expense and liability are accrued in the respective funds. The County's net OPEB obligation is posted to the County's government wide Statement of Net Position.*

- **Appendix 3 (Exhibit A). "County and Authority Outstanding Debt."** Updates the exhibit to reflect current and active debt obligations by removing Lease Revenue Bonds 2017 Series B, Lease Revenue Bonds 2015 Series A and B, and Tax Allocation Refunding Bonds Series 2017B. These debt service series have been redeemed and paid in full.

- **Appendix 3 (Exhibit B). "Required Information for Annual Reports of County and Authority."** Updates the exhibit to reflect current and active debt reporting obligations by removing Lease Revenue Bonds 2017 Series B, Lease Revenue Bonds 2015 Series A and B, and Tax Allocation Refunding Bonds Series 2017B. These debt service series have been redeemed and paid in full.

- **Appendix 5 (III). "County Compensation."** Updates the section to adjust issuance fees to adequately cover county costs and align with similar agencies. These fees relate to Multifamily Mortgage Revenue Bonds managed by the Department of Conservation and Development. This program consists of three fees: application fee, issuance fees, and annual fees. There is no change to the application fee or annual

fee rate. The issuance fee rate changed from 0.125% to 0.25% and increased the maximum fee from $75,000 to $90,000. The annual fee maximum increased from $25,000 to $50,000.

III. COUNTY COMPENSATION

The County's fees are comprised of (1) a non-refundable application fee due prior to drafting a Reimbursement Resolution, (2) an issuance fee due upon bond closing, and (3) an annual fee due in advance to cover costs of monitoring compliance with State and federal law requirements as contained in a Regulatory Agreement for each bond issue. The annual fees may be negotiated, however the standard fee is 1/8 of 1 percent (or 0.125 percent) of the principal amount of bonds outstanding. Annual fees are charged for the full term of the Regulatory Agreement, generally 55 years. At the County's discretion, annual fees above a $5,000 minimum may be subordinated to payment of debt service. The County fees are summarized in the table below:

Issuer Fee Schedule

Application (1)	**Issuance Fee**		**Annual Fee** (2)	
$2,500	Rate (3)	0.25%	Rate (3)	0.125%
	Minimum	$5,000	Minimum	$5,000
	Maximum	$90,000	Maximum	$50,000
	(1) Payable upon request of a Reimbursement Resolution. Amou applied to Issuance Fee at closing. DCD may waive this require in its sole discretion.			
	(2) Amounts above the minimum may be subordinated to bond service, at the County's option.			
	(3) Percentage applied to the outstanding bond issuance amount			

CONSEQUENCE OF NEGATIVE ACTION:

The policy will not be formally updated and reaffirmed by the Board of Supervisors and the current policy adopted on September 12, 2023 (Resolution No. 23-543) will remain in effect.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF REAFFIRMING AND AUTHORIZING UPDATES TO THE COUNTY DEBT MANAGEMENT POLICY

WHEREAS, the Debt Affordability Advisory Committee (DAAC) met on July 8, 2026 to consider updates to the County's Debt Management Policy, currently adopted as Resolution No. 23-543, for consideration by the Board of Supervisors; and

WHEREAS, the Contra Costa County Board of Supervisors, acting in its capacity as the Governing Board of the County of Contra Costa and for Special Districts, Agencies and Authorities governed by the Board wishes to reaffirm and authorize updates to its Debt Management Policy.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors, acting in its capacity as the Governing Board of the County of Contra Costa and for Special Districts, Agencies and Authorities governed by the Board, takes the following actions:

1. Reaffirms its commitment to prudent debt management practices; and
2. Adopts this Resolution, including the County Debt Management Policy as attached; and
3. This resolution supersedes and replaces Resolution No. 23-543 in full.

Contra Costa County, California
Debt Management Policy

County Administration
1025 Escobar Street, 4th Floor
Martinez, California 94553

August 25, 2026

DEBT MANAGEMENT POLICY
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Contra Costa County, California
Debt Management Policy

***I. PURPOSE*:** The County recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy sets forth the parameters for issuing debt and managing outstanding debt and provides guidance to decision makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, method of sale that may be used and structural features that may be incorporated. The debt policy should recognize a binding commitment to full and timely repayment of all debt as an intrinsic requirement for entry into the capital markets. Adherence to a debt policy helps to ensure that a government maintains a sound debt position and that credit quality is protected. Advantages of a debt policy are as follows:

- enhances the quality of decisions by imposing order and discipline, and promoting consistency and continuity in decision making,
- provides rationality in the decision-making process,
- identifies objectives for staff to implement,
- demonstrates a commitment to long-term financial planning objectives, and
- is regarded positively by the rating agencies in reviewing credit quality.

II. DEBT AFFORDABILITY ADVISORY COMMITTEE

A. Purpose. By adoption of this Debt Policy, the Debt Affordability Advisory Committee is established. Its purpose is to annually review and evaluate existing and proposed new County debt and other findings and/or issues the committee considers appropriate.

It is the task of this committee to assess the County's ability to generate and repay debt. The committee will issue an annual report to the County Administrator defining debt capacity of the County. This review will be an important element of the budget process and will include recommendations made by the committee regarding how much new debt can be authorized by the County without overburdening itself with debt service payments.

B. Members. The committee shall be composed of the Auditor-Controller, Treasurer-Tax Collector, Director/Conservation and Development Department, and County Finance Director.

C. Debt Affordability Measures. The committee shall examine specific statistical measures regarding the County's debt and financial position using rating agency ratios (or other municipal market-informed ratios) and compare these ratios to: (i) those of a cohort group of counties, and (ii) Contra Costa County's historical ratios, all to provide a perspective on the County's debt affordability.

County staff will work with the County's Independent Registered Municipal Advisor ("Municipal Advisor") to identify the most relevant ratios used by Moody's Investors Service and Standard & Poor's and/or other nationally recognized rating agencies or market organizations such as the Government Finance Officers Association. The annual reporting of such ratios will include those that are most relevant to County's assessment of debt affordability and feasible to be calculated independently by the County and the Municipal Advisor. The ratios ideally will address debt burden, annual debt service, fund balance, cash/liquidity, and pension and OPEB metrics though the specific ratios examined may change year to year, upon advice of the Municipal Advisor, based on those ratios being utilized most currently by the rating agencies and the municipal market.

III. COMPREHENSIVE CAPITAL PLANNING

A. Planning. The County Administrator's Office shall prepare a multi-year capital program for consideration and adoption by the Board of Supervisors as part of the County's budget process. Annually, the capital budget shall identify revenue sources and expenditures for the coming current year and the next succeeding three fiscal years. The plan shall be updated annually.

B. Funding of the Capital Improvement Program. Whenever possible, the County will first attempt to fund capital projects with grants or state/federal funding, as part of its broader capital improvement plan. When such funds are insufficient, the County will use dedicated revenues to fund projects. If these are not available, the County will use excess surplus from the reserve and debt financing, general revenues. The County shall be guided by three principles in selecting a funding source for capital improvements: equity, effectiveness and efficiency.

1. Equity: Whenever appropriate, the beneficiaries of a project or service will pay for it. For example, if a project is a general function of government that benefits the entire community, such as an Office of Emergency Services, the project will be paid for with general purpose revenues or financed with debt. If, however, the project benefits specific users, such as a building permit facility, the revenues will be derived through user fees or charges, and assessments.

2. Effectiveness: In selecting a source or sources for financing projects, the County will select one or more that effectively funds the total cost of the project. For example, funding a capital project, or the debt service on a project, with a user fee that does not provide sufficient funds to pay for the project is not an effective means of funding the project.

3. Efficiency: If grants or current revenues are not available to fund a project, the County will generally select a financing technique that provides for the lowest total cost consistent with acceptable risk factors and principals of equity and effectiveness. These methods currently consist of County issued debt, special funding programs funded by state or federal agencies, or special pool financing. Examples include funding pools like the Association of Bay Area Governments Participation Certificates.

C. Maintenance, Replacement and Renewal. The County intends to set aside sufficient current revenues to finance ongoing maintenance needs and to provide periodic replacement and renewal consistent with its philosophy of keeping its capital facilities and infrastructure systems in good repair and to maximize a capital asset's useful life.

D. Debt Authorization. No County debt issued for the purpose of funding capital projects may be authorized by the Board of Supervisors unless an appropriation has been included in the capital budget (Some forms of debt such as Private Activity Bonds for housing, Mello-Roos for infrastructure, and redevelopment bonds for infrastructure/facilities may not be appropriate for inclusion in the County capital improvement program. The policies for such forms of debt are included as Appendixes 4, 5, and 6).

IV. PLANNING AND STRUCTURE OF COUNTY INDEBTEDNESS

A. Overview. The County shall plan long- and short-term debt issuance to finance its capital program based on its cash flow needs, sources of revenue, capital construction periods, available financing instruments and market conditions. The County Finance Director shall oversee and coordinate the timing, issuance process and marketing of the County's borrowing and capital funding activities required in support of the capital improvement plan. The County shall finance its capital needs on a regular basis dictated by its capital spending pattern. Over the long-term this policy should result in a consistently low average interest rate. When market conditions in any one-year result in higher-than-average interest rates, the County shall seek refinancing opportunities in subsequent years to bring such interest rates closer to the average. The Debt Affordability Advisory Committee shall use

the Government Financial Officers Association checklist set forth in Appendix 1 hereto in planning and structuring any debt issuances.

B. Financing Team. The County employs outside financial specialists to assist it in developing a debt issuance strategy, preparing bond documents and marketing bonds to investors. The key team members in the County's financing transactions include its financial advisor and outside bond and disclosure counsel, the underwriter and County representatives (the County Auditor-Controller, Treasurer-Tax Collector, and the County Finance Director, among others). Other outside firms, such as those providing paying agent/registrar, trustee, credit enhancement, verification, escrow, auditing, or printing services, are retained as required. The County will issue Requests for Qualifications (RFQs) for financial advisor, bond & tax counsel, disclosure counsel and underwriters every three years, with the option to renew for a maximum of two additional years. The financing team shall meet at least semi-annually to review the overall financing strategy of the County and make recommendations to the County Administrator.

C. Term of Debt Repayment. Borrowings by the County shall mature over a term that does not exceed the economic life of the improvements that they finance and usually no longer than 20 years, unless special structuring elements require a specific maximum term to maturity, as is the case with pension obligation bonds. The County shall finance improvements with a probable useful life less than five years using pay-go funding for such needs. Bonds sold for the purchase of equipment with a probable useful life exceeding five years are repaid over a term that does not exceed such useful life.

D. Legal Borrowing Limitations/Bonds and other indebtedness. California Government Code Section 29909 limits General Obligation Bond indebtedness to five percent of the total assessed valuation of all taxable real and personal property within the County, excluding Public Financing Authority lease revenue bonds, Private Activity Bond, Mello-Roos special tax, and Assessment District Debt for which no legal limitations are currently in effect.

E. Debt Features.

1. Original issue discount or premium. The County's bonds may be sold at a discount or premium, in order to achieve effective marketing, achieve interest cost savings or meet other financing objectives. The maximum permitted discount is stated in the Notice of Sale accompanying the County's preliminary official statement on the Bond Purchase Agreement, as applicable.

2. Debt service structure/Level Debt Service. The County shall primarily finance its long-lived municipal improvements over a 20-year term or less, on a level debt service basis. This policy minimizes long-run impact on a funding department's budget. The County will seek to continue this practice, unless general fund revenues are projected to be insufficient to provide adequately for this debt service structure.

3. Call provisions. The County shall seek to minimize the protection from optional redemption given to bondholders, consistent with its desire to obtain the lowest possible interest rates on its bonds. The County's tax-exempt bonds are generally subject to optional redemption. The County seeks early calls at low or no premiums because such features will allow it to refinance debt more easily for debt service savings when interest rates drop. The County and its financial advisor shall evaluate optional redemption provisions for each issue to assure that the County does not pay unacceptably higher interest rates to obtain such advantageous calls. The County shall not sell derivative call options.

4. Interest rates. The County shall first consider the use of fixed-rate debt to finance it capital needs, except for short-term needs (such as short-lived assets) that will be repaid or refinanced in the near term; and may consider variable rate debt under favorable conditions.

5. Use of Labeled Bonds. Labeled Bonds are bonds issued to promote sustainability,

better Environmental, Social and Governance (ESG) performance and are becoming an important part of financial markets. The County shall evaluate the use of Labeled Bonds (including “green”, “social” or “sustainable” bonds) in each competitive or negotiated sale transaction to determine whether the use of Labeled Bonds would result in an expanded pool of ESG investors, which may result in more affordable costs in the sale of bonds by the County. The evaluation shall be conducted in collaboration with the County’s Independent Registered Municipal Advisor (IRMA) and include any additional costs associated with primary market and continuing disclosure requirements unique to the Labeled Bonds. It is the County’s preference to issue Labeled Bonds if the evaluation demonstrates a financial or policy benefit to the County.

F. Other Obligations Classified as Debt/Other Post-Employment Benefits (OPEB)/Compensated Absences. OPEBs and compensated absences are earned by County employees based on time in service. The County records these benefits as earned in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board (GASB). Other obligations include leases, recorded in compliance with GASB 87 and subscription-based information technology arrangements (SBITAs), recorded in compliance with GASB 96. The liability for the obligation is recorded on the Fund level financial statements. The expense is recorded during the conversion to the Government Wide financial statements in accordance with GASB standards. For Enterprise funds the expense and liability are accrued in the respective funds. The County’s net OPEB obligation is posted to the County’s government wide Statement of Net Position.

V. METHOD OF SALE. The County will select a method of sale that is the most appropriate in light of financial, market, transaction-specific and County-related conditions, and explain the rationale for its decision.

A. Competitive Sales. Debt obligations are generally issued through a competitive sale. The County and its financial advisor will set the terms of the sale to encourage as many bidders as possible. By maximizing bidding, the County seeks to obtain the lowest possible interest rates on its bonds. Some of the conditions that generally favor a competitive sale include:

1. the market is familiar with the County;
2. the County is a stable and regular borrower in the public market;
3. there is an active secondary market with a broad investor base for the County’s bonds;
4. the issue has a non-enhanced credit rating of A or above or can obtain credit enhancement prior to the competitive sale;
5. the debt structure is backed by the County’s full faith and credit or a strong, known or historically performing revenue stream;
6. the issue is neither too large to be easily absorbed by the market nor too small to attract investors without a concerted sale effort;
7. the issue does not include complex or innovative features or require explanation as to the bonds’ security;
8. the issue can be sold and closed on a schedule that does not need to be accelerated or shortened for market or policy reasons; and
9. interest rates are stable, market demand is strong, and the market is able to absorb a reasonable amount of buying or selling at reasonable price changes.

B. Negotiated Sales. When certain conditions favorable for a competitive sale do not exist and when a negotiated sale will provide significant benefits to the County that would not be achieved through a competitive sale, the County may elect to sell its debt obligations through a private placement or negotiated sale, upon approval by the County Board of Supervisors. Such determination shall be made on an issue-by-issue basis, for a series of issues, or for part or all of a specific financing program. The following practices are recommended to be observed in the event of a negotiated sale:

1. ensure fairness by using a competitive underwriter selection process through a request for proposals distributed to the established underwriter pool so that multiple proposals are

considered;

2. remain actively involved in each step of the negotiation and sale processes to uphold the public trust;
3. ensure that either an employee of the County and an outside professional other than the issue underwriter, who is familiar with and abreast of the condition of the municipal market, is available to assist in structuring the issue, pricing, and monitoring sales activities;
4. require that the financial advisor used for a particular bond issue not act as underwriter of the same bond issue;
5. require that financial professionals disclose the name or names of any person or firm, including attorneys, lobbyists and public relations professionals compensated in connection with a specific bond issue;
6. request all financial professionals submitting joint proposals or intending to enter into joint accounts or any fee-splitting arrangements in connection with a bond issue to fully disclose to the County any plan or arrangements to share tasks, responsibilities and fees earned, and disclose the financial professionals with whom the sharing is proposed, the method used to calculate the fees to be earned, and any changes thereto; and
7. review the "Agreement among Underwriters" and ensure that it is filed with the County and that it governs all transactions during the underwriting period.

VI. REFINANCING OF OUTSTANDING DEBT. The County may undertake refinancing of outstanding debt under the following circumstances:

A. Debt Service Savings. The County may refinance outstanding long-term debt when such refinancing allows the County to realize significant debt service savings (2% minimum by maturity and a minimum 4% savings overall) without lengthening the term of refinanced debt and without increasing debt service in any subsequent fiscal year. The County may also consider debt refinancing when a primary objective would be the elimination of restrictive covenants that limit County operations.

B. Defeasance. The County may refinance outstanding debt, either by advance refunding to the first call or by defeasance to maturity, when the public policy benefits of replacing such debt outweigh the costs associated with new issuance as well as any increase in annual debt service.

VII. CREDIT RATINGS

A. Rating Agency Relationships. The County Finance Director, or designee, is responsible for maintaining relationships with the rating agencies that assign ratings to the County's various debt obligations. This effort includes providing periodic updates on the County's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

B. Quality of Ratings. The County shall request ratings prior to the sale of securities from at least two major rating agencies for public issuances of municipal bonds. Currently, there are three major rating agencies providing ratings to municipal issuers, including Moody's Investors Service ("Moody's), Standard & Poor's Global Ratings (S&P) and Fitch Ratings. The County is currently rated by Moody's and S&P. The County shall provide a written and/or oral presentation to the rating agencies to help each credit analyst make an informed evaluation of the County's financial condition and to present details of the proposed issuance. The County shall make every reasonable effort to maintain its implied general obligation bond credit ratings. The County may, on a case by case basis, decide to obtain one or no ratings prior to a bond issuance if, after consulting with its financial advisor, bond counsel and disclosure counsel, it is determined that this is in the best interest of the County.

VIII. MANAGEMENT PRACTICES. The County has instituted sound management practices and will continue to follow practices that will reflect positively on it in the rating process. Among these are the County development of and adherence to long-term financial and capital improvement plans, management of expense growth in line with revenues and maintenance of an adequate level of operating reserves.

A. Formal Fiscal Policies. The County shall continue to establish, refine, and follow formal fiscal policies such as: Investment Policy, General Fund Reserve Policy, Budget Policy, and this Debt Management Policy.

B. Rebate Reporting and Continuing Covenant Compliance. The County Finance Director, or designee, is responsible for maintaining a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code and/or contracting for such service. This effort includes tracking investment earnings on debt proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax- exempt status of the County's outstanding debt issues. Additionally, general financial reporting and certification requirements embodied in bond covenants are monitored to ensure that all covenants are complied with.

C. Reporting Practices. The County will comply with the standards and best practices of the Government Finance Officers Association for financial reporting and budget presentation and the disclosure requirements of federal regulatory agencies including the Securities and Exchange Commission and Internal Revenue Service; state agencies charged with the regulation of municipal securities, including the State Treasurer's Office; and self-regulatory organizations such as the Municipal Standards Rulemaking Board.

D. Post-Issuance Tax Compliance Procedures for Tax-Exempt and Tax-Advantaged Bonds. To assure it manages its debt obligations in accordance with all federal tax requirements, the County will comply with the Post-Issuance Tax Compliance Procedures for Tax-Exempt and Tax-Advantaged Bonds, as set forth in Appendix 2 to this Policy.

E. Continuing Disclosure Procedures. To assure it manages its debt obligations in accordance with the terms of Continuing Disclosure Agreements included in individual bond issuances and federal and state regulations, the County has adopted policies and procedures set forth in Appendix 3 hereto.

APPENDIX 1

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Checklist of Debt Policy Considerations

1. How long is the capital planning period?
2. Have all non-debt sources of funds been considered?
3. How are borrowing plans reviewed internally?
4. What level of debt is manageable in order to maintain or improve the government's credit quality?
5. How much "pay-as-you-go" financing should be included in the capital plan?
6. How much short-term borrowing will be undertaken, including both operating and capital borrowings?
7. How much debt will be issued in the form of variable-rate securities?
8. How does the redemption schedule for each proposed issue affect the overall debt service requirements of the government?
9. What types of affordability guidelines will be established to help monitor and preserve credit quality?
10. What provisions have been made to periodically review the capital plan and borrowing practices?
11. What is the overlapping debt burden on the taxpayer?
12. How will the formal debt policies be integrated into the capital planning and funding process?

County of Contra Costa
Post-Issuance Tax Compliance Procedures
for
Tax-Exempt and Direct Pay Bonds

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ARTICLE I

PURPOSE

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds and other tax-advantaged bonds (such as direct pay "Build America bonds") (together, the "Bonds") issued by the County of Contra Costa and the County of Contra Costa Public Financing Authority (together, the "County") so as to ensure that the County complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt or tax-advantaged status of the Bonds and with certain State law filing requirements.

ARTICLE II

GENERAL PRINCIPLES

Ultimate responsibility regarding post-issuance compliance for all matters relating to County financings and refundings, other than Tax and Revenue Anticipation Notes ("TRANs"), rests with the County Administrator (the "Administrator"). The County Treasurer and County Auditor-Controller are responsible for compliance with respect to TRANs.

ARTICLE III

POST-ISSUANCE COMPLIANCE FILING REQUIREMENTS

Section 1. **Timely Reporting of Final Sale.** The Administrator and other appropriate County personnel shall file timely any report required by state and federal regulatory agencies notifying those agencies of the final sale of bonds, or receipt of bank loan/private placement proceeds, as required by law.

Section 2. **California Debt and Investment Advisory Commission (CDIAC) Filings**

(A) Report of Proposed Debt Issuance. This report details information about the issuer and the bond issuance. This report requires the issuer to certify that it has adopted debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies. The report is required to be filed no later than 30 days prior to the sale of any debt issue, pursuant to Government Code § 8855.

(B) Report of Final Sale. This report details information about the issuer and the bond issuance. The report requires attachment of the Official Statement related to the transaction or other bond documents in the case of a bank loan/private placement. The report is required to be filed within 21 days of closing, pursuant to Government Code § 8855.

(C) Special Requirement for Refunding Bonds sold via Negotiated Sale or Private Placement. In addition to the Report of Final Sale identified in Section 2(B) above, if refunding bonds are sold through a negotiated sale or private placement, CDIAC requires submission of a written statement explaining the reasons for not selling those bonds at a public sale or on a competitive basis, as applicable, within 14 days of closing, pursuant to Government Code § 53583(c)(2)(B).

Section 3. **Internal Revenue Service (IRS) Filings**

(A) IRS Form 8038-G "Information Return for Tax-Exempt Governmental Obligations". This filing details information about the issuer and tax-exempt governmental obligations over $100,000. The report is required to be filed no later than the 15th day of the second calendar month after the close of the calendar quarter in which

the bond was issued, pursuant to Internal Revenue Code § 149(e).

ARTICLE IV

EXTERNAL ADVISORY AND DOCUMENTATION

Section 1. **General**. The Administrator and other appropriate County personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in a County resolution(s), Tax Certificate(s) and/or other documents finalized at or before issuance of the Bonds.

Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements, private use limitations and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

Section 2. **Oversight**. The Administrator and other appropriate County personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post- issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond-financed assets.

Section 3. **External Advisors**. Whenever necessary or appropriate, the County shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

ARTICLE V

ROLE OF COUNTY AS BOND ISSUER

Section 1. **Custody of Bond Proceeds.** Unless otherwise provided by County resolutions, unexpended Bond proceeds shall:

(A) be held by the County, and the investment of Bond proceeds shall be managed by the Administrator. The Administrator shall maintain records and shall prepare regular, periodic statements to the County regarding the investments and transactions involving Bond proceeds; or

(B) if a County resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Section 2. **Arbitrage Rebate and Yield**. Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to a specific issue of Bonds, the County shall:

(A) the County shall engage the services of a Rebate Service Provider, and the County or Trustee of the Bonds shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;

(B) upon request, the Administrator and other appropriate County personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider to allow

for complete arbitrage rebate and yield restriction analysis;

(C) the Administrator, and other appropriate County personnel, shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each "rebate computation" date of the Bonds (consistent with relevant law and the Tax Certificate for each Bond issue), and no later than 60 days after the last Bond of each issue is redeemed; and

(D) during the construction period of each capital project financed in whole or in part by Bonds, the Administrator and other appropriate County personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

Section 3. Use of Bond Proceeds. The Administrator, and other appropriate County personnel, shall:

(A) monitor the use (for this purpose, use means any arrangement including operating contracts, leases and licenses) of Bond proceeds, the use of Bond-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Bond-financed assets throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable County resolutions and Tax Certificates;

(B) maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;

(C) consult with Bond Counsel and other professional expert advisers in the review of any contracts, leases, licenses or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates;

(D) maintain records for any contracts, leases, licenses or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates;

(E) meet at least annually with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use of Bond-financed, assets or output or throughput of Bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates.

ARTICLE VI

RECORD RETENTION POLICY

Section 1. General Policy. Unless otherwise specified in applicable County resolutions or Tax Certificates, the County shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus five years, or longer if contemplated by a Tax Certificate for a specific issuance:

(A) a copy of the Bond closing transcript(s) and other relevant documentation delivered to the County at or in connection with closing of the issue of Bonds;

(B) a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and

payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;

(C) a copy of all contracts and arrangements involving private use of Bond-financed assets or for the private use of output or throughput of Bond-financed assets; and

(D) copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

Section 2. Electronic Records Retention. The records outlined above may be retained through an electronic database that meets the requirements of section 4.01 of IRS Revenue Procedure 97-22, incorporated herein by reference, including any updates or successor regulations. County Departments responsible for maintaining records outlined above that choose to retain those records electronically shall coordinate with the Chief Information Officer to ensure that the information technology system used to store those documents satisfies the requirements outlined in by section 4.01 of IRS Revenue Procedure 97-22.

Section 3. Department Retention Policies Superseded. This countywide record retention policy related to the County's debt management program supersedes any departmental document retention policies that may relate to the records indicated above.

APPENDIX 3

COUNTY OF CONTRA COSTA

CONTINUING DISCLOSURE PROCEDURES

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ARTICLE I

DEFINITIONS

The following capitalized terms shall have the following meanings in these Procedures:

"Agency" shall mean the Successor Agency to the former Redevelopment Agency of Contra Costa County.

"Annual Report" shall mean any annual report to be filed by the County or the Authority in connection with its obligations under any Continuing Disclosure Certificate executed in accordance with Rule 15c2-12 under the Securities Exchange Act of 1934.

"Auditor-Controller" shall mean the Auditor-Controller of the County of Contra Costa.

"Authority" shall mean the Contra Costa County Public Financing Authority, a joint exercise of powers authority of which the County of Contra Costa and the Contra Costa County Flood Control and Water Conservation District are members.

"Board of Supervisors" shall mean the Board of Supervisors of the County of Contra Costa.

"Bonds" shall mean any bonds, certificates of participation, notes or any other evidence of indebtedness issued by or on behalf of the County or the Authority which is subject to Rule 15c2-12.

"Bond Insurer" shall mean an issuer of a financial guaranty insurance or municipal bond insurance policy guaranteeing the scheduled payment of principal of and interest on an outstanding issue of Bonds when due.

"CDIAC" shall mean the California Debt and Investment Advisory Commission.

"Continuing Disclosure Certificate" shall mean each continuing disclosure certificate, undertaking or agreement executed and delivered by the County or the Authority in connection with an issue of Bonds.

"County" shall mean the County of Contra Costa, a political subdivision of the State of California.

"County Counsel" shall mean an attorney within the Office of the County Counsel of the County of Contra Costa, California.

"County Finance Director" shall mean the County Finance Director of the County of Contra Costa in the County Administrator's Office.

"Credit Facility Provider" shall mean a bank providing a direct-pay letter of credit or other security or liquidity instrument in connection with an issue of Bonds which secures the payment of the principal or purchase price, if any, of and interest on an outstanding issue of Bonds when due.

"Debt Affordability Advisory Committee" shall mean a committee composed of the Auditor-Controller, Treasurer-Tax Collector, Director of Conservation and Development and the County Finance Director that advise the County Administrator on debt management issues.

"Director of Conservation and Development" shall mean the Director of the Department of Conservation and Development of the County of Contra Costa.

"Disclosure Coordinator" shall mean the person or persons designated by a Disclosure Representative to assist in taking such action necessary or desirable to comply with the terms of the Continuing Disclosure Certificates, as provided in Article III hereof.

"Disclosure Counsel" shall mean a firm of nationally recognized standing in matters pertaining to the disclosure obligations under Rule 15c2-12 of the Securities and Exchange Commission of the United States of America, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Disclosure Representatives" shall mean the County Administrator, Director of Conservation and Development and County Finance Director who are collectively responsible for compliance with the terms of the Continuing Disclosure Certificates, as provided in Article III.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access system or any other successor thereto as designated by the SEC or the MSRB.

"Event Notice" shall mean any notice of the occurrence of a Listed Event.

"Listed Event" shall mean any event described in Article IV hereof.

"MSRB" shall mean Municipal Securities Rulemaking Board.

"Official Statement" shall mean any Preliminary Official Statement, final Official Statement or any other disclosure document that the County or the Authority prepared in connection with the issuance and sale of any Bonds.

"Paying Agent" shall mean any bank, trust company, banking association or financial institution appointed to perform the functions of a paying agent for an issue of Bonds.

"Procedures" shall mean these Continuing Disclosure Procedures.

"Rating Agency" shall mean each of Moody's Investor's Service and Standard & Poor's Rating Services or any other nationally recognized statistical rating organization registered with the SEC.

"Rule 15c2-12" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Treasurer-Tax Collector" shall mean the Treasurer - Tax Collector of the County of Contra Costa.

"Trustee" shall mean the bank, trust company, national banking association or other financial institution appointed as a trustee for an issue of Bonds.

ARTICLE II

GENERAL PRINCIPLES

The County is committed to complete and accurate market disclosure in accordance with the disclosure requirements under the federal securities laws, including rules and regulations promulgated by the SEC and the MSRB. In order to achieve this objective and, in accordance therewith, these Procedures are approved by the Board of Supervisors, as recommended by the Debt Affordability Advisory Committee (DAAC), and may be amended and supplemented from time to time as necessary or desirable, as SEC and MSRB rules are amended, as Bonds mature, or are redeemed, and as Bonds that are subject to Rule 15c2-12 are issued.

ARTICLE III

DISCLOSURE REPRESENTATIVES AND COORDINATORS

Section 1. **Appointment of Disclosure Representatives**. The County Administrator, Director of Conservation and Development, and County Finance Director are appointed as Disclosure Representatives to fulfill the duties set forth in Section 2 of this Article III.

Section 2. **Duties of the Disclosure Representatives.**

(A) The Disclosure Representatives shall:

(i) monitor and maintain compliance by the County with its respective Continuing Disclosure Certificates and these Procedures;

(ii) serve as the main contact for each Disclosure Coordinator to communicate issues and information that may be included in an Event Notice or an Annual Report;

(iii) maintain the lists attached as Exhibits A and B;

(iv) receive and file notification from Disclosure Coordinators that necessary Event Notices, Annual Reports, and other information has been timely filed with the EMMA systemand

(v) take such other action as may be necessary or useful to achieve the objectives of these Procedures and to comply with all applicable federal securities laws.

Section 3. **Appointment of Disclosure Coordinator**.

The Disclosure Representatives shall appoint one or more Disclosure Coordinators from time to time to fulfill the duties set forth in Section 4 of this Article III. The Disclosure Coordinators may work with employees in various County or Authority offices and departments in order to effectively comply with the objectives of these Procedures.

Section 4. **Duties of the Disclosure Coordinator.**

(A) The Disclosure Coordinator shall:

(i) draft, review and file all proposed Event Notices, Annual Reports, and other information with the EMMA system, in consultation with County Counsel and Disclosure Counsel, as needed, and notify the Disclosure Representative of completed filings.

(ii) serve as a contact for County staff to communicate issues and information that may be included in an Event Notice or an Annual Report;

(iii) maintain filing records of Event Notices of ListedEvents and Annual Reports filed on the EMMA system;

(iv) keep informed regarding all of the County's public disclosures, including disclosures to Bond Insurers, Credit Facility Providers, Rating Agencies, Trustees, and CDIAC;

(v) document the County's continuing disclosure filings by retaining the documents set forth in Article VIII hereof; and

(vi) take such other action as may be necessary or useful to achieve the objectives of these Procedures and to comply with all applicable federal securities laws.

(B) In addition to the duties set forth above in Section (A) above, the Disclosure Coordinator shall review the Listed Events regularly to determine whether an event has occurred that may require a filing of an Event Notice.

ARTICLE IV

LISTED EVENTS REQUIREMENTS

Section 1. General.

(A) The Continuing Disclosure Certificates entered into by the County or the Authority with respect to Bonds are subject to the following listed events requirements:

(i) Continuing Disclosure Certificates entered into prior to December 1, 2010 require Event Notices to be filed upon the occurrence of any event listed in Section 2 of Article IV hereof, if material. Any such Event Notice shall be filed "in a timely manner".

(ii) Continuing Disclosure Certificates entered into on or after December 1, 2010 through February 26, 2019 require Event Notices to be filed upon the occurrence of any event listed in Section 3 of Article IV hereof no later than 10 business days after the occurrence of such Listed Event.

(iii) Continuing Disclosure Certificates entered into on or after February 27, 2019 require Event Notices to be filed upon the occurrence of any event listed in Section 4 of Article IV hereof no later than 10 business days after the occurrence of such Listed Event.

Section 2. Listed Events for Bonds Issued Prior to December 1, 2010.

(A) For Bonds issued prior to December 1, 2010, pursuant to the provisions of the

applicable Continuing Disclosure Certificate, the County or Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the outstanding obligation, if material, in a timely manner:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on any credit enhancements reflecting financial difficulties;

(v) substitution of any credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax-exempt status of the securities;

(vii) modifications to the rights of security holders;

(viii) bond calls;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the securities; and

(xi) rating changes.

Section 3. Listed Events for Bonds Issued on and after December 1, 2010 through February 26, 2019.

(A) For Bonds issued on or after to December 1, 2010 through February 26, 2019, pursuant to the provisions of the applicable Continuing Disclosure Certificate, the County or Authority shall give, or cause to be given, notice of the occurrence of any of the following Listed Events within ten (10) business days of the occurrence thereof:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) modifications to rights of security holders, if material;

(viii) bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the securities, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the obligated person (Note: For the purposes of this event, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person);

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

Section 4. **Listed Events for Bonds Issued on and after February 27, 2019**.

(A) For Bonds issued on or after to February 27, 2019, pursuant to the provisions of the applicable Continuing Disclosure Certificate, the County or Authority shall give, or cause to be given, notice of the occurrence of any of the following Listed Events within ten (10) business days of the occurrence thereof:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) modifications to rights of security holders, if material;

(viii) bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the securities, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the obligated person (Note: For the purposes of this event, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person);

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(xv) incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material.

(xvii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

ARTICLE V

ANNUAL REPORT REQUIREMENTS

Section 1. General

Pursuant to the various Continuing Disclosure Certificates, the County and the Authority is required to provide its respective Annual Report with respect to an issue of Bonds by the date set forth in Exhibit B attached hereto. The Disclosure Coordinator shall commence collection of information for each Annual Report at such time as determined necessary or useful in order to timely complete and file the Annual Report. The Disclosure Coordinator shall obtain any information necessary to be included in an Annual Report that is not included in the County's audited financial statements and is necessary to make the statements contained in the Annual Report not misleading in any material respect. The Annual Report shall include the financial information and other operating data set forth in the respective Continuing Disclosure Certificate as summarized in Exhibit B attached hereto.

Section 2. Financial Statements

In accordance with the Continuing Disclosure Certificates, if audited financial statements are not available by the date the Annual Report is required to be filed, unaudited financial statements are to be included in such Annual Reports and audited financial statements shall be filed when such statements become available. In addition, the Continuing Disclosure Certificates require the County to file a notice of any failure to provide its Annual Report, on or before the date specified in a Continuing Disclosure Certificate.

ARTICLE VI

FILING AND NOTICE REQUIREMENTS

Section 1. Annual Reports and Event Notices.

The Disclosure Representative shall file each Annual Report on such dates as provided in Exhibit B attached hereto and shall file each Event Notice as required pursuant to Article III hereof and the related Continuing Disclosure Certificate. The Disclosure Representative shall submit all filings of Annual Reports and Listed Events through EMMA or any other repository so designated by the MSRB or the SEC, unless the County is otherwise advised by a written opinion of Disclosure Counsel.

Section 2. California Debt and Investment Advisory Commission.

The Disclosure Representative shall file each periodic report required to be prepared and filed with CDIAC as set forth in statute. This includes, but is not limited to, annual Self-Certifications for direct pay bonds allocated to the County by the State and reports required pursuant to Senate Bill 1029 (Chapter 307, Statutes of 2016) and any subsequent or successor legislation.

Section 3. Required Notices.

The Disclosure Representative shall file any notice required to be given to any Bond Insurer, Credit Facility Provider, Paying Agent, Rating Agency or Trustee as may be required from time to time.

ARTICLE VII

VOLUNTARY DISCLOSURES

The Disclosure Representative may determine to file voluntary disclosure or information that is not required under the Continuing Disclosure Certificates. The County shall have no obligation to update any voluntary disclosure or information.

ARTICLE VIII

RECORD RETENTION POLICY

Section 1. General

In accordance with Article III hereof, the Disclosure Coordinator shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus seven years, or longer if contemplated by a Tax Certificate for a specific issuance.

Section 2. Refunded Issuances

For refunded bonds, documentation relating to the original issuance and all material records related to the refunding issue should be maintained until seven years, or more if required by a Tax Certificate, after the final redemption of both bond issues.

Section 3. Documents to be Retained

(A) At a minimum, the following documentation shall be retained for the durations identified in Sections 1 and 2 of this Article VIII:

(i) Continuing Disclosure Certificate:

(ii) Annual Reports, including any EMMA transmittal letters and filing receipts;

(iii) Event Notices, including any EMMA transmittal letters and filing receipts;

(iv) CDIAC transmittal letters and filing receipts, including those related to filing of Annual Debt Transaction Reports (ADTRs), pursuant to Senate Bill 1029 (Chapter 207, Statutes of 2016);

(v) Rating Agency reports; and

(vi) Such other information as the Disclosure Representative determines necessary or useful in accordance with the Continuing Disclosure Certificates.

Section 4. Department Retention Policies Superseded

This countywide record retention policy related to the County's debt management program supersedes any departmental document retention policies that may relate to the records indicated above.

EXHIBIT A: COUNTY AND AUTHORITY OUTSTANDING DEBT **as of August 1, 2026**

Name of Issue	Issuing Entity	Principal Amount	Date of Issue	Final Maturity Date	CUSIP for Final Maturity	Trustee or Paying Agent	Annual Report Due Date	Disclosure Representative	Disclosure Coordinator
Lease Revenue Bonds/Obligations:									
Lease Revenue Bonds, **2021 Series B** (Refunding)	County of Contra Costa Public Financing Authority	$ 33,880,000	3/18/2021	6/1/2038	21226PPW2	Wells Fargo	3/31	County Finance Director	Deputy CAO
Lease Revenue Bonds, **2021 Series A** (Capital Projects)	County of Contra Costa Public Financing Authority	$ 63,540,000	3/18/2021	6/1/2041	21226PPD4	Wells Fargo	3/31	County Finance Director	Deputy CAO
Lease Revenue Bonds, **2017 Series A** (Refunding and Capital Projects) ***Private Placement***	County of Contra Costa Public Financing Authority	$ 99,810,000	3/3/2017	6/1/2027	21226PNH7	Wells Fargo	N/A	County Finance Director	Deputy CAO
Tax Allocation Bonds:									
Tax Allocation Refunding Bonds, Series 2017A, $49,530,000	Successor Agency to the Contra Costa County Redevelopment Agency	$ 49,530,000	8/16/2017	8/1/2036	212263AM9	US Bank	3/31	DCD Director	Affordable Housing Program Manager
Special Assessment Districts:									
2013 Special Tax Refunding Bonds (Norris Canyon), $5,605,000	County of Contra Costa Community Facilities District No. 2001-1	$ 5,605,000	1/24/2013	9/1/2031	212288CT9	BNY Mellon	3/31	DCD Director	Affordable Housing Program Manager

EXHIBIT B: REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY		
Issue Description	**Due Date**	**Filing Requirements**
Lease Revenue Bonds:		
County of Contra Costa Public Financing Authority Lease Revenue Bonds, $97,420,000 consisting of $63,540,000 2021 Series A (Capital Projects) and $33,880,000 2021 Series B (Refunding)	Nine months after FYE 6/30 (3/31)	(a) The audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. (b) A maturity schedule for the outstanding 2021 Bonds. (c) Numerical and tabular information for the immediately preceding Fiscal Year of the type contained in the Official Statement under the following captions: 1. Table B-1–"County of Contra Costa General Fund Budget Summary;" 2. Table B-3–"County of Contra Costa Summary of Secured Assessed Valuations and Ad Valorem Property Taxation;" 3. Table B-6–"County of Contra Costa General Fund Statement of Revenues, Expenditures and Changes in Fund Balances;" 4. Table B-9–"Contra Costa County Outstanding Lease Revenue Obligations and Pension Obligation Bonds"). (d) In addition to any of the information expressly required to be provided under Sections 4(a) and 4(b), the County shall provide such other information, if any, necessary to the required statements, in light of the circumstances under which they were made, not misleading. (e) The presentation and format of the Annual Report may be modified from time to time as determined in the judgment of the County to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the County to reflect changes in the business, structure, or operations of the County; provided that any such modifications shall comply with the requirements of the Rule. (f) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the County or related public entities, which, have been made available to the public on the MSRB website. The County shall clearly identify each such other document so included by reference.

EXHIBIT B: REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY		
Issue Description	**Due Date**	**Filing Requirements**
Tax Allocation Bonds:		
Tax Allocation Refunding Bonds, Series 2017A (Tax-Exempt), $49,530,000,	Nine months after FYE 6/30 (3/31)	(a) The audited financial statements of the Successor Agency for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the audited financial statements of the Successor Agency are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. (b) Numerical and tabular information for the immediately preceding Fiscal Year of the type contained in the Official Statement as follows: (i) Aggregate assessed values, incremental values, and projected Tax Revenues for the Project Areas; (ii) Assessed values for the Ten Largest Property Taxpayers in the Project Areas substantially in the form of Table 8 of the Official Statement; (iii) Information about each resolved and/or open appeal of assessed values in the Project Areas that exceeds 5% of the aggregate assessed value of the Project Areas substantially in the form of Table 9 of the Official Statement; (iv) The outstanding principal amount, debt service schedule, and debt service coverage ratios for the Series 2017 Bonds, and any outstanding Parity Debt secured by Tax Revenues; and (v) The balance in the Reserve Account, if a municipal debt service reserve insurance policy is not deposited into the Reserve Account. (c) In addition to any of the information expressly required to be provided under Sections 4(a) and 4(b), the Successor Agency shall provide such other information, if any, necessary to make the required information, in light of the circumstances under which they were made, not misleading. (d) The presentation and format of the Annual Report may be modified from time to time as determined in the sole judgment of the Successor Agency to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the Successor Agency to reflect changes in the business, structure, or operations of the Successor Agency; provided that any such modifications shall comply with the requirements of the Rule. (e) Any or all of the items listed in this Section 4 may be included by specific reference to other documents, including official statements of debt issues of the Successor Agency or related public entities, which have been made available to the public on the MSRB website. The Successor Agency shall clearly identify each such other document so included by reference.
Special Assessment Districts:		
2013 Special Tax Refunding Bonds, $5,605,000	Nine months after FYE 6/30 (3/31)	(a) The audited financial statements of the County for the prior fiscal year prepared in accordance with generally accepted accounting principles in effect from time to time by the Governmental Accounting Standards Board to apply to governmental entities. If the audited financial statements are not available by the time the Annual Disclosure Report is required to be filed pursuant to Section 3(a), the Annual Disclosure Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Disclosure Report when they become available.

EXHIBIT B: REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY		
Issue Description	**Due Date**	**Filing Requirements**
		(b) The following information with respect to the 2013 Bonds and the District: 1. The principal amount of the 2013 Bonds outstanding. 2. The balances of all funds and accounts established by the Fiscal Agent Agreement as of the end of the next preceding fiscal year. 3. Total assessed value of all parcels subject to the Special Tax. 4. Actual Special Tax levy for the most recent fiscal year, Special Tax and property tax delinquency rate for parcels in the District for the most recent year. 5. Concerning delinquent parcels: (i) number of parcels delinquent in payment of Special Tax, (ii) amount of total delinquency and as a percentage of total Special Tax levy, and (iii) status of the County's foreclosure proceedings upon delinquent properties. 6. Identity of any delinquent tax payer obligated for more than 10% of the annual Special Tax levy and: (i) assessed value of applicable properties, and (ii) summary of results of foreclosure sales, if available. 7. Significant amendments to land use entitlements for property in the District known to the Director of the Department of Conservation and Development. 8. Status of any significant legislative, administrative, and judicial challenges to the construction of the development in the District known to the Director of the Department of Conservation and Development, without independent inquiry, for any year in which construction activity has occurred in the District.

CONTRA COSTA COUNTY

FINANCING POLICIES FOR COMMUNITY FACILITIES DISTRICTS

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SECTION I: GENERAL POLICY STATEMENT

Contra Costa County (the "County") has created these goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (Government Code sections 53311 and following), as amended (the "Act") in providing adequate public services and public infrastructure improvements (the "Policies"). The Policies will apply to all Community Facilities Districts ("CFDs") and related debt financing. In those cases in which fixed lien special assessment or other types of land based financing is substituted for CFD financing, the County will apply the appropriate provisions of these Policies. These Policies are intended to serve as guidelines to assist all concerned parties in determining the County's approach to CFD financing, provide specific guidance for approval of public financing for provision of public services and public infrastructure improvements and establish the standards and guidelines for the review of proposed development financings. It is the County's intent to support projects which address a public need and provide a public benefit. These Policies are also designed to comply with Section 53312.7(a) of the Government Code.

A. Community Facilities District Financings

1. The County encourages the development of residential, commercial and industrial property consistent with the adopted General Plan. The Board of Supervisors will consider the use of CFDs to assist these types of projects.

2. The County will consider the funding of services permitted under the Act if such funding does not create an unreasonable economic burden on the land and special taxpayers.

3. The County encourages the formation of CFDs as acquisition districts. In acquisition districts, a developer is reimbursed for projects only when discrete, useable public facilities are deemed by the County to be completed. In construction districts, to the extent permitted under the Act, developers are provided progress payments during the construction of facilities. Acquisition districts provide stronger credit features, and better assure that the public facilities are completed.

4. While recognizing that public facilities proposed to be financed by a CFD are to benefit those properties within the boundaries of the proposed CFD, the Board of Supervisors finds that public benefit can only be "significant" when the benefit is also received by the community at large or are regional in nature but have a benefit to the properties within the proposed CFD.

5. The use of CFDs will be permitted to finance public facilities as described in Paragraph B below, whose useful life will be at least five (5) years and equal to or greater than the term of the bonds. Facilities which are, upon completion, owned, operated or maintained by public agencies will be considered public facilities. Limited exceptions may be made for facilities to be owned, operated or maintained by private utilities, or for facilities which could be owned by public agencies, or utilities.

6. The County is concerned that the proposed project that is to be financed is not premature for the area in which it is to be located. The proposed project must meet the land use approvals listed in subsection E of Section IV below.

7. Extending public financing to a proposed project for identified public improvements cannot be

done without considering the aggregate public service needs for the project. Upon receipt of an application for public financing, the County will notify the other public entities having responsibility to serve the proposed project and request comment on the application. Periodic meetings, on a regional basis, with all affected public entities will be encouraged by the County to address the issues relative to overlapping debt

8. The Debt Affordability Advisory Committee (described in Section III below) may waive all or some of the provisions of these policies if unique and special circumstances apply to specific CFD financings.

B. Eligible Facilities

Facilities eligible to be financed by a CFD, upon completion of the construction or acquisition thereof, are intended to be owned by the County, another public agency or a public utility and must have a useful life of five (5) years or more. The list of public facilities eligible to be financed by a CFD may include, but is not limited to the following: streets, highways, and bridges; water, sewer, and drainage facilities; parks; libraries; police and fire stations; traffic signals and street lighting; recreation facilities; governmental facilities; flood control facilities; environmental mitigation measures; and public rights-of-way landscaping.

Facilities to be financed must be legally eligible under the Act and federal tax law, if applicable, to the satisfaction of bond counsel. The Board of Supervisors will have the final determination as to the eligibility of any facility for financing under these Policies.

C. Eligible Services

Services eligible to be funded through a CFD include: police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, and services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released in to the environment. The Board of Supervisors will have the final determination as to the prioritization of funding such services. A CFD may not finance public services already provided by a public agency.

SECTION II: INITIATION OF THE FINANCING

A. Application

The proponent of a project must obtain and submit the required application to the initiating County department. The initiating County department with respect to CFD financings is the Department of Conservation and Development (the "Department").

Any application for the establishment of a CFD district will contain such information and be submitted in such form as the Department may require. At a minimum each application must contain:

1. Proof of authorization to submit the application on behalf of the owner of the property proposed for new development for which the application is submitted if the applicant is not the owner of such property;
2. Evidence satisfactory to the Department that the applicant represents or has the consent of the owners of not less than 67% by area, of the property proposed to be subject to the levy of the special tax; and
3. For any CFD financing to benefit new development, a business plan for the development of the property within the proposed CFD and such additional information as the Department may deem necessary to adequately review the financial feasibility of the CFD. For any CFD financing to benefit new development, the applicant must demonstrate to the satisfaction of the Department the ability of the owner of the property to be developed to pay the special tax installments for the CFD and any other assessments, special taxes and ad valorem on such property until full build out and sale or lease up of the property.

An application must be completed and the necessary information provided, as determined by the Department, before any action will be taken to process the application and initiate financing for a project.

B. Processing and Formation Fees

Applications are to be accompanied by a processing or formation fee. All costs to the County associated with the proceedings statutorily required to establish a CFD are to be advanced by the applicant and paid prior to the actual sale of any bonds. The applicant will be reimbursed solely from the proceeds of the bonds sold for all monies advanced to the extent allowed by the Act.

An initial deposit in an amount of not less than $35,000 for a CFD is to be attached to the completed application submitted. The Department, in its discretion, may determine a larger deposit amount is appropriate. The deposit will be placed in a separate trust account held by the County. The deposit may be placed in an interest bearing account so long as it is directed to do so by the Board of Supervisors and is allowable under state law. All costs of the County and/or its consultants retained during the formation process are to be paid from this account.

If, in the judgment of the Department, the costs incurred or projected will cause the balance in this account to fall below $5,000, a written demand will be made to the applicant to advance monies sufficient to bring the account to a balance that is projected to meet remaining costs required to establish the CFD. Failure to advance the requested monies within ten (10) days of a written demand by the County will result in all processing of the application to cease and no further actions to be taken toward establishing the financing district until the monies have been received.

Monies held in the trust account are to be applied to pay the County and its staff in reviewing and processing the application as well as the costs of the special tax consultant, bond counsel, appraiser, absorption consultant, all publication expenses, and any other costs determined by the County to be necessary to establish the CFD.

Accompanying the application will be an agreement governing the processing or formation fee, its deposit in a trust account, the use of the monies, the return to the applicant of any unused portion of the fee or other

monies advanced, and the possible reimbursement of monies advanced from bond proceeds.

C. Petition for Formation and Waiver of Time Requirements of the Election

The Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") states that one way to request the formation of a proposed community facilities district is through a Petition signed by landowners holding title to ten percent (10%) of the land by area expected to be included within the proposed community facilities district. The Petition must be submitted to the County before formal action can be commenced to form the CFD. The form of the petition will be supplied by bond counsel once a completed application has been received and initial processing has been accomplished.

The Act also provides that the formation can be shortened if one hundred percent (100%) of the property owners within the proposed boundaries of the CFD execute a waiver regarding the timing of and certain procedures associated with arequired special election. The applicant should indicate on the application whether this waiver can be secured.

D. Selection of the Financing Team

The County will select the bond counsel, municipal advisor, underwriter or placement agent, and fiscal agent/trustee. It will require the retention of underwriter's counsel or disclosure counsel. Providers of letters of credit, liquidity supports and other types of credit enhancements are also subject to the approval of the County. Bond counsel and underwriter counsel must be different firms.

In addition to the consultants that compose the financing team, as noted above, the County will select a special tax consultant to determine a fair and reasonable method to allocate the special tax required to meet debt service on the bonds and other related expenses of the proposed CFD.

Unless satisfactory and current information regarding land values for property within the proposed CFD and subject to the special tax is available, the County will require that a real estate appraiser of its choice be retained and an appraisal made. Additionally, an economist or real estate appraiser or other qualified independent third party may also be retained for the purpose outlined in Section IV.A.

In addition, the County reserves the right to retain additional professional consultants that it deems appropriate.

SECTION III: DEBT AFFORDABILITY ADVISORY COMMITTEE

The Board of Supervisors established the Debt Affordability Advisory Committee (the "Committee") to review issues relevant to capital markets transactions and to make recommendations to the Board of Supervisors when appropriate. The Committee will be comprised of the County Auditor-Controller, the County Treasurer-Tax Collector, Director of the Department of Conservation and Development, and the Senior Deputy County Administrator/Finance Director. The Committee is charged with the task of reviewing and commenting upon all CFD financing as well as other types of financing proposed to be issued by the County or its related districts or agencies. The Committee is to review each proposed debt issue and provide comment on whether the proposed debt issue is consistent with these Policies. It is to comment on the economic viability and credit worthiness of the proposed debt issue. In performing its function the Committee may, in its sole discretion, review a matter more than once and retain additional consultants to assist in its review. The cost of such consultants is to be borne by the proponent of the debt issue. In addition, the Committee has an ongoing responsibility to monitor the status of debt issued by the County or related districts or agencies.

A written summary of the Debt Affordability Advisory Committee's review of the proposed financing is to be prepared and submitted to the Board of Supervisors after it considers the financing. The written summary will state the issues considered by the Committee, whether the financing and the issues considered were consistent with or at variance with these Policies, and its recommendation with regard to each issue and the financing. If the vote of the Committee is not unanimous, the written summary is to so indicate and summarize the position taken by the minority members of the Committee.

The following are those matters which at minimum the Debt Affordability Advisory Committee is to review and comment upon with regard to the CFD financings.

1. Prior to the Board of Supervisors considering the resolution of intention to establish a CFD, the Department is to determine that all land use approvals required for the project under Section IV.E. have been fulfilled and that the proposed rate and method of apportionment of the special tax is consistent with Section V.A. of these Policies. Any variation from these Policies is to be noted and a recommendation made to the Board of Supervisors with regard thereto.

2. Prior to the Board of Supervisors considering the resolution authorizing the sale and issuance of bonds, the Debt Affordability Advisory Committee is to determine that:

    a) A current appraisal and any related absorption study have been prepared consistent with Section IV.A. and IV.B of these Policies and that satisfactory land value to lien ratios exist.

    b) Each property owner responsible for twenty percent (20%) or more of the debt service on the bonded indebtedness to be incurred has supplied the financial security required by Section IV.C. and IV.D. of these Policies.

    c) The rate and method of apportionment of the special tax is in compliance with Section V.A. of these Policies.

    d) The structure of the proposed financing is consistent with the applicable subsections of Section VI of these Policies.

e) Each property owner responsible for 20% or more of the debt service in connection with any series of bonds must be current with respect to payment of all general property taxes, and any assessments or special taxes levied.

As stated above, any variation from these Policies is to be noted and a recommendation made to the Board of Supervisors with regard thereto. In addition, the Debt Affordability Advisory Committee is to make any comment it deems relevant in determining the economic viability or credit worthiness of the proposed debt issue. The Committee is to make a recommendation to the Board of Supervisors as to whether or not to proceed with the sale and issuance of the bonds.

If the proposed financing contemplates that bonds are to be issued in series, then each series is to be reviewed and commented upon by the Debt Affordability Advisory Committee before that series of bonds is considered by the Board of Supervisors for issuance.

Any proposal for refunding or defeasing a particular CFD financing is to be reviewed for consistency with Section XI of these Policies and commented on by the Debt Affordability Advisory Committee prior to it being submitted to the Board of Supervisors for consideration.

Once issuance of bonds has been approved by the Board of Supervisors and the bonds have been sold, the County department or related district or agency having responsibility for the administration of the bond issue is to annually file with the State and the Auditor Controller of the County a report regarding the status of the bond financing. The occurrence of a technical default, or the likelihood thereof, is to be reported immediately to the Auditor Controller of the County by the administering County department or related district or agency.

SECTION IV: ECONOMIC VIABILITY OF THE FINANCING

In evaluating the application and the proposed debt issue, the County may require any or all of the following to determine the economic viability of the proposed project and the timing of the sale of any bonds or series thereof. The following requirements would apply to a CFD to finance services only to the extent determined by the Department.

A. Absorption Study

Unless waived by the Debt Affordability Advisory Committee, an absorption study of anyproposed project for substantially undeveloped property will be required for CFD financings. The absorption study will be used: (1) as a basis to verify proposed base pricing of the finished products (lots or completed buildings or dwelling units) subject to the levy of the special tax; (2) to determine the projected market absorption of such finished products and (3) as a basis for verification that the assumptions supporting the special tax formula are appropriate and sufficient revenues can be collected to support the bonded indebtedness to be incurred.

The absorption study will also be used to evaluate the timing consideration identified by the applicant and the financing team. The absorption study will be provided to the appraiser and the appraisal required below

in Section IV.B. is to reflect consideration of the absorption study.

B. Appraisal

1. Definition of Appraisal

   An appraisal is a written self-contained report independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property to be included in a CFD as of a specific date, supported by the presentation and analysis of relevant market information. A qualified appraiser is a state certified real estate appraiser, as defined in Business and Professions Code Section 11340.

2. Standards of Appraisal

   A detailed complete appraisal will be prepared to support any CFD financing where the property to be included in the CFD is not substantially built out. A detailed complete appraisal will reflect nationally recognized appraisal standards including, to the extent appropriate, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. An appraisal should also generally conform to the Appraisal Standards for Land - Secured Financings provided by the California Debt and Investment Advisory Commission ("CDIAC"). Appraisals undertaken to establish value-to-lien ratios in CFD's should value the fee simple estate, subject to any existing special assessment and special tax liens. The estimate of Market Value should be refined to reflect the Retail Value of fully improved and occupied properties and the Bulk Sale Value of all vacant properties, including both unimproved properties and improved or partially improved but unoccupied properties. An appraisal must contain sufficient documentation including valuation data and the appraiser's analysis of the data to support his or her opinion of value. At a minimum, the appraisal will contain the following items:

   a) The purpose and/or function of the appraisal, an identification of the property being appraised, the intended use, the identity of the current and intended uses, and a statement of the assumptions and limiting conditions affecting the appraisal.

   b) An adequate description of the physical characteristics of the property being appraised, location, General Plan/zoning, present use, and an analysis of highest and best use.

   c) Relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. If a discounted cash flow analysis is used, it should be supported with at least one other valuation method, such as a market approach using sales that are at the same stage of land development, when possible. If more than one approach is utilized, there will be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value.

   d) A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

   e) A statement of the value of real property.

f) The effective date of valuation, date of appraisal, signature and certification of the appraiser.

3. Community Facilities District Appraisal Premises. The valuation of proposed special tax districts will be based on all of the following three premises:

   a) Raw Land Value. (Premise #1). The total land within the project will be valued "as is":

      (i) Without proposed infrastructure being financed or any future private improvements;
      (ii) With existing parcel configuration and existing land use entitlements; and
      (iii) Considering planned densities allowed by the General Plan, specific plan, zoning or other project approvals then in effect

   This is a typical type of land valuation.

   b) Project Build-out value. (Premise #2). The total land within the project is valued under projected conditions:

      (i) With completion of proposed infrastructure being financed;
      (ii) At the planned densities allowed by the General Plan, specific plan, zoning or other approvals then in effect: and
      (iii) Land development is at the stage of being marketed to merchant builders or tentative tract maps ready to be filed.

   This is a projected value based on project plans predicated on market conditions continuing as projected.

   c) Bulk Land Value. (Premise #3). The total land within the project is valued under projected conditions:

      (i) With completion of proposed infrastructure being financed;
      (ii) With existing parcel configuration; and
      (iii) Considering planned densities allowed by the General Plan, specific plan, zoning or other project approvals then in effect.

   This premise should consider a discounted or "quick sale" valuation considering time, costs and the possibility of a pre unit value based on the total size of the project.

4. Timeliness of Information. To ensure that the opinion of value is current at the time of any bond sale, the valuation date of the appraisal or an update to the appraisal should be within three months of the bond sale.

C. Financial Information Required of Applicant

At time of application, the applicant for a CFD debt issue and all property owners owning land within the boundaries of the proposed financing district that will be responsible for twenty percent (20%) or more of the debt service on the bonded indebtedness to be incurred will provide financial statements (preferably audited) for the current and prior two fiscal years. The applicant will also provide all other financial information related to the proposed project that may be requested by the County.

Subsequent to the sale and issuance of the bonds, federal and state statutes and/or regulations regarding the financing may require the preparation of periodic reports. The applicant and all major participants in the project will be required to provide that information needed to complete such statutorily required reports. In addition, the County department or related district or agency responsible for the administration of the bonds may require information of the applicant or the major participants in the project to satisfy reporting demands of rating agencies or institutional buyers.

D. Potential Third Party Guarantee of Special Tax Payments During Project Development

The greatest exposure to default on CFD bonds is the period between the issuance of bonds and project build out. The risk of default is increased when only a single or a few property owners are responsible for the special assessment or special tax payments that support the repayment of the bonds. While the County's credit is not pledged to support the bonds, a default on CFD bonds can negatively impact the investment community's perception of the County.

To minimize the risk of default, the County may require a third party guarantee for the annual special tax payments within a district while the project is being developed and until there is significant absorption of the new development. The need for, nature and duration of any third party guarantees will be evaluated by the County and its financing team on a case by case basisIf required, the commitment letter for the third party guarantee must be provided within five days of the Resolution of Issuance and the third party guarantee must be provided prior to printing the preliminary official statement for the financing.

Third party guarantees may include letters of credit ("LOCs"), surety bonds, or some other mechanism which assures payment of special taxes while the project is being developed. When LOCs are provided, they must be in form and substance acceptable to the County from a bank acceptable to the County.

E. Land Use Approvals

For CFD financings the County will require, at a minimum that the proposed project must

1. be consistent with the County's General Plan;

2. be reviewed by the Director of the Department or designee, and have satisfied or be able to satisfy, all of the relevant land use requirements specified by the Director; and,

3. have had the service levels for the required public facilities established or the exact public facilities required for the project identified.

A proposed project that requires: (i) a General Plan amendment, (ii) a change of zone that increases the density or intensity of land use, (iii) a specific plan, or (iv) a specific plan amendment that increases the density or intensity of land use will be referred to the Department's Community Development Division for evaluation as to whether the project is premature.

An appropriate environmental review of the proposed project is to have been completed as part of land use entitlement proceedings that will have addressed all of the public facilities that are to be constructed through the proposed financing.

F. Equity Participation by Applicant and Major Participants

In evaluating the proposed debt issue, the Debt Affordability Advisory Committee will consider the equity participation of the applicant and the major participants in the proposed project. At the time the application for the proposed financing is received, an analysis will be made as to the equity interest that the applicant has in the proposed project. It will also be required of the applicant that in addition to the financing, the applicant will fund in-tract public infrastructure and may be expected to contribute to other public improvements related to the proposed project.

SECTION V: REVENUE SUPPORTING THE FINANCING

CFD bonds are termed "limited obligations" whose primary repayment is secured by a special tax levied on property in the CFD. The following are criteria that will be applied in evaluating the revenue stream that will be supporting a proposed CFD bond financing.

A. The rate and method of apportionment of the special tax must be both reasonable and equitable in apportioning the costs of the public facilities and services to be financed to each of the parcels within the boundaries of the proposed CFD.

B. The rate and method of apportionment must be structured to produce special taxes sufficient to pay scheduled debt service on all bonds (and provide coverage equal to 10% of debt service - see Section V.F. below), pay annual services or maintenance expenses (if applicable), establish or replenish any reserve fund for a bond issue, and pay reasonable and necessary administrative expenses of the CFD. In addition, the rate and method of apportionment may be structured to produce amounts to pay directly the costs of public facilities authorized to be financed by the CFD, the accumulation of funds reasonably required for future debt service, amounts equal to projected deficiencies in special tax payments, any remarketing, credit enhancement or liquidity fees and any other costs or payments permitted by law.

C. The rate and method of apportionment of the special tax is to provide for the administrative expenses of the proposed CFD, including, but not limited to, those expenses necessary for the annual enrollment and collection of the special tax and bond administration.

D. All property not otherwise exempted by the Act from taxation will be subject to the special tax. The rate and method of apportionment may provide for exemptions to be extended to parcels that are publicly-owned, held by property owners associations, used for a public purpose such as permanent open space or wetlands, or affected by public utility easements making impractical their use for other than the purposes specified in the easement

E. The annual special tax levy on each residential parcel developed to its final land use will not escalate,

except that a variation for services and administrative expenses will be allowed. The County will allow an annual escalation factor, not to exceed two percent (2%) per year, on parcels to be developed for commercial or industrial uses.

F. The maximum annual special tax, together with *ad valorem* property taxes, County Service Area charges, special assessments or taxes for an overlapping financing district, or any other charges, taxes or fees payable from and secured by the property, including potential charges, taxes, or fees relating to authorized but unissued debt of public entities other than the County, in relation to the expected assessed value of each parcel upon completion of the private improvements to the parcel is of great importance to the County in evaluating the proposed financing.

   The objective of the County is to limit the total tax burden, including the *ad valorem* property taxes levied by the County, special taxes levied by any existing district for the payment of bonded indebtedness or ongoing services, assessments levied for any assessment district or maintenance district for the payment of bonded indebtedness or services and the assigned special tax for the proposed CFD, on any parcel to a maximum of two percent (2%) of the expected assessed value of the parcel upon completion of the private improvements. In evaluating whether this objective can be met, the County will consider the aggregate public service needs for the proposed project. It will consider what public improvements the applicant is proposing be financed in relation to these aggregate needs and decide what is an appropriate amount to extend in public financing to the identified public improvements.

G. The total maximum annual special taxes that can be collected from taxable property in a district, taking into account any potential changes in land use or development density or rate, and less all projected administrative expenses, must be equal to at least one hundred ten percent (110%) of the gross annual debt service on any bonds issued by or on behalf of the CFD in each year that said bonds will remain outstanding.

H. The rate and method of apportionment of the special tax may include a provision for a backup tax or other assurances to protect against any changes in development that would result in insufficient special tax revenues to meet the debt service requirements of the CFD. Such backup tax or other assurances will be structured in such a manner that it will not violate any provisions of the Act regarding cross-collateralization limitations for residential properties.

I. A formula to provide for the prepayment of the special tax may be provided; however, neither the County nor the CFD will be obligated to pay for the cost of determining the prepayment amount which is to be paid by the requesting property owner.

SECTION VI: STRUCTURING THE FINANCING

In structuring a CFD financing, the County and its financing team will ensure that the following issues are addressed in connection with the CFD bond issue.

A. Limited Obligations of the County

Both the statutory authority providing for the issuance of CFD bonds as well as the proceedings resulting in the sale and issuance of the bonds must ensure the bonds are limited obligations of the County payable only from the revenue source identified and do not require the expenditure of the general funds or any other revenues of the County to satisfy debt service obligations or to replenish any reserve fund established for the bonds.

B. Structuring of Debt Service

While the County prefers that debt service be structured with approximately level debt service, CFD financings may be structured with level, escalating, or declining debt service. The bonds must mature within forty (40) years of the date of the initial bonds issued. No bonds will be issued with a maturity date greater than the expected useful life of the majority of the facilities being financed.

C. Reserve Funds

The County will require that for CFD financings a reserve fund be established at a required funding level as determined appropriate by the financing team.

D. Capitalized Interest

Interest will be capitalized for a bond issue only as long as necessary to place the special tax installments on the assessment roll; provided, however, that interest may be capitalized for a longer term to be established in the sole discretion of the County on a case by case basis, not to exceed an aggregate of 18 months, taking into consideration the value to lien ratio for such bonds, the expected timing of initial occupancies of residential dwelling units or nonresidential structures within the CFD, expected absorption and buildout of the property within the applicable Community Facilities District, expected construction and completion schedule for the facilities to be funded from the proceeds of the bonds, the size of the bond issue, the development pro forma and the equity position of the applicant and such other factors as the County may consider relevant.

E. Foreclosure Covenant

In collecting delinquent special taxes, the County seeks to balance the bondholders' right to receive timely payment with fairness to property owners within the CFD who, due to extenuating circumstances, may have difficulty paying their special taxes in a timely manner. Because CFD financings generally are repaid from special tax receipts and solely secured by liens against property within the CFD, the investment market expects to see appropriate foreclosure covenants in the CFD bond documents. A foreclosure covenant would compel the County to take action to file a foreclosure action against a parcel with certain delinquency thresholds are reached. For example, a covenant may require the County to institute foreclosure if an

individual delinquency exceeds a certain threshold (e.g., $5,000) or the total amount of delinquencies for all properties in a CFD exceeds a specified percentage of the total special taxes to be received (e.g., 5%). Those standards may differ if the reserve fund for the issue remains fully funded.

For each bond issue, the County and its financing team will analyze key aspects of the proposed CFD (e.g., number of parcels, special tax rates, and debt service) to structure foreclosure covenants in a manner that satisfies the bondholders' need to reduce the likelihood of a shortfall in special taxes to pay debt service with the desire to provide flexibility in treatment of individual special tax payers.

F. Underwriter and Original Issue Discount

The underwriter's discount will be negotiated and determined solely by the County and will be competitive with and comparable to such discounts on similar financings being issued by the County and other public entities. The County will consider any other compensation the underwriter may be receiving in connection with the bond financing in determining the appropriate amount of the discount.

An original issue discount will be permitted only if it is expected that such discount will result in a lower true interest cost on the bonds and that, for CFD financings, the use of an original issue discount will not adversely affect the ability of the CFD to construct public facilities identified by the bond documents.

SECTION VII: AGREEMENTS WITH AFFECTED PUBLIC ENTITIES

A. County Initiated CFD Financings

1. For CFDs, the joint community facilities agreement(s) required with other public entities which will own, maintain or operate the facilities to be financed must be adopted and approved by all parties at or prior to the adoption of the resolution providing for the issuance of bonds for the CFD.

2. Should a CFD bond issue be for the construction of public facilities required to be sized to exceed the service needs of the properties within the boundaries of the financing district, the County may negotiate the following:

    a) To the extent that the affected public entity's regulations allow, a credit against connection fees or other fees such that the credit will preclude the affected properties from contributing twice toward the cost of the identified public facilities.

    b) To the extent that the affected public entity's regulations allow, a reimbursement for oversized facilities that will allow the CFD to balance the bonded indebtedness incurred with the level of benefit the properties are to receive from the public facilities that are to be financed.

    c) Any reimbursements for oversizing received from the affected public entity are to be paid to the CFD and, depending upon date of receipt, will be used either to augment construction proceeds or to reduce the outstanding bonded indebtedness of the financing district as determined appropriate by the County.

B. CFD Financings Not Initiated by the County

An administrative review will be made by the Department of all non-County initiated CFD financings that will require a joint community facilities agreement with the County to ensure compliance with the following minimum requirements. Only those financings that do not satisfy these minimum requirements will be referred to the Debt Affordability Advisory Committee for review and comment.

1. For CFDs containing residential projects, the rate and method of apportionment of the special tax will not provide for an annually increasing maximum special tax for any residential classification. However, for commercial and industrial projects within the CFD, the County will accept a maximum special tax for such classifications that escalates at a rate not to exceed two percent (2%) per year.

2. For CFDs, the total projected annual special tax revenues, less estimated annual administrative expenses, must exceed the projected annual gross debt service on the bonds by ten percent (10%). In structuring the rate and method of apportionment of the special tax, projected annual interest earnings may also be included as part of the projected annual revenues to satisfy this coverage requirement. Annual bond reserve fund interest earnings will be calculated at a rate to be determined by the County but, in no event greater than the then current passbook savings rate.

3. Whether the projected *ad valorem* property tax and other direct and overlapping debt for the property within the proposed boundaries of the CFD, including the proposed maximum special tax, does meet the County's objective of not exceeding two percent (2%) of the anticipated assessed value of each improved parcel upon completion of the private improvements as articulated in Section V.E. will be reviewed. This review will include current or estimated County Service Area or Community Service District charges, benefit assessments, levies for authorized but unissued debt and any other anticipated charge which may be included on the property tax bill.

4. With regard to any bonds to be issued, there will be created a reserve fund that will be established for each series of bonds.

5. If the County or its related districts or agencies are to:

   a) own, operate, or maintain a majority of the facilities to be financed, or,

   b) be the single largest recipient of the facilities to be financed, or,

   c) own, operate or maintain facilities having a combined construction cost of $100,000 or more, including design, engineering, construction contingencies and related costs of the construction project,

   then the County will require that all of the appropriate Policies set forth herein will be adhered to before entering into a joint community facilities agreement.

SECTION VIII: CREDIT ENHANCEMENTS

Credit enhancements, if required by the County, are to be utilized either to improve the credit worthiness of the proposed financing or to ensure that the debt service requirements of the proposed debt issue are met in a timely manner. It is important to the County to minimize the possibility of a debt issue being placed in default and to insure that sufficient cash flows are available to meet debt service requirements. Section IV. D. contains a potential requirement for credit enhancement related to the ownership of 20% or more of the property within a CFD.

The County will examine carefully the provider of the required credit facility and the form that the credit facility will take. The rating of the provider, as well as the provider's capitalization, are of principal concern, and a reduction in either during the term of the credit facility to a level unacceptable to the County may require that an alternate credit facility be secured from an acceptable provider. The County reserves the right, in its sole discretion, to determine the acceptability of both the credit facility and its provider.

SECTION IX: OFFERING STATEMENTS AND DISCLOSURE

It is the intent of the County to comply with all applicable federal or state requirements regarding disclosure to insure that fair and accurate descriptions of debt issues are provided to the purchasers of the bonds. The County and any owner of property within a CFD that has not reached its entitled development and that will be responsible for the payment of special taxes representing such portion (as determined by bond counsel) of annual debt service on an issue of bonds that would cause such person or entity to be an "obligated person" under federal securities law (each, an "Obligated Person") will use all reasonable means to ensure compliance with applicable federal securities laws in connection with the issuance of debt and the provision of financial information and operating data regarding any CFD established by the County with respect to which bonds have been issued.

The County will retain disclosure counsel for any particular land secured or conduit financing having an aggregate principal value of $1,000,000 or more. Decisions as to the adequacy of the disclosure will be determined by the County, its counsel, bond counsel and disclosure counsel. No preliminary or final offering statement for a particular land secured or conduit financing will be released for circulation unless it is deemed final by the County on the advice of its counsel, bond counsel or disclosure counsel.

With regard to the initial disclosure, each Obligated Person will be required to provide for inclusion in the official statement or other offering materials distributed in connection with the offering and sale of such bonds, such information as may be required to satisfy any requirements of, or avoid any liability under, any applicable federal or state securities laws.
The proponent(s) of a particular land secured or conduit financing and all principal participants therein are expected to provide the information requested by the County, its counsel, the underwriter, its counsel, disclosure counsel, or bond counsel that is deemed necessary for disclosure purposes. Failure on the part of the proponent and any principal participants to comply with such requests will jeopardize completion of the debt issue.

With regard to continuing disclosure, each Obligated Person will be required to enter into a continuing disclosure agreement pursuant to which such Obligated Person will agree to provide financial information

and operating data, on an ongoing basis, as may be required for the underwriter of such bonds to satisfy the requirements pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934.

The proponent of a particular land secured or conduit financing and all Obligated Persons will be required to execute those certificates and provide those written opinions of their respective counsel that are required by the terms of the bond purchase agreement. Failure to do so will result in the bonds not being sold and issued.

Failure of the proponent of a particular land secured or conduit financing or of any Obligated Person to comply with such proponent's or Obligated Person's initial or continuing disclosure obligations pertaining to bonds previously issued for any other CFD will be grounds for denial of the application for the formation of a CFD. Any such failure should be remedied by the time of providing the preliminary official statement and such failure will be disclosed in the preliminary and final official statements as required by bond counsel and/or disclosure counsel.

SECTION X: ADMINISTRATION

All matters related to administration of issued bonds are to be handled consistent with the terms of the trust indenture or fiscal agent agreement pursuant to which the bonds were sold. Administrative responsibilities with regard to the bonds and the project being financed by bond proceeds will vary depending upon the nature of the project.

A. Debt Administration

CFD bonds are issued pursuant to bond indentures or fiscal agent agreements which identify where relevant the Auditor-Controller of the County to have administrative responsibility for these debt issues. This includes, among other duties, the computation and enrollment of the special tax, payment of principal and interest on the bonds, initiation of foreclosure proceedings with regard to delinquent parcels, and management and investment of monies held in all funds and accounts created by the bond indentures or fiscal agent agreements.

B. Notice to Future Property Owners

The Act requires that certain disclosure certificates regarding the existence of a CFD and the special tax obligation be provided to those individuals purchasing property within the CFD, including to interim purchasers and merchant builders. The County will require that the statutorily prescribed disclosure be made to the initial purchaser of property within a CFD, and the proponent of the CFD and/or developer will make available the information necessary to complete the disclosure certificate required for subsequent property transfers.

C. Annual Reporting

The County departments or related districts or agencies identified in Section X. of these Policies as having responsibility for bond administration will prepare and timely file with the state and federal agencies all statutorily required reports.

Consistent with Section III of these Policies, County departments or related districts or agencies having responsibility for bond administration are to prepare and submit annually to the Auditor Controller of the County a report on the status of their respective debt issues on forms to be provided by the Debt Affordability Advisory Committee. The occurrence of technical default, or the likelihood thereof, is to be reported immediately to the Auditor Controller of the County by the administering department or related district or agency. For the purposes of these Policies, the term "technical default" will mean the occurrence of an event or omission that may result in the inability to make timely payment of debt service on the financing or would jeopardize the tax exempt status of the financing (e.g., the need to draw on a reserve fund, the insolvency or bankruptcy of a principal property owner, the insolvency of a provider of a credit enhancement, or insufficient funds to make a required rebate payment).

The information contained in these reports will allow the Auditor Controller of the County to prepare an analysis of the outstanding debt of the County and its related districts or agencies.

SECTION XI: REFUNDINGS

The principal objective of the County in refunding an outstanding debt issue is to secure a public benefit which may include an interest rate savings that will result in both an annual and present value savings to the property owners responsible for paying special taxes that are used to pay the debt service on the bonds. The actual value of the savings must significantly exceed the costs of the refunding and any increase in the principal amount of bonds that will be outstanding as a result of the refunding.

Refunding of a particular CFD financing must at minimum be structured to reflect the following:

1. The refunding bonds will mature on a date not later than the date on which the bonds being refunded (the "prior bonds") mature.

2. Annual debt service savings to be realized from the refunding are to be apportioned over the remaining life of the refunding bonds.

3. The prior bonds (or any portion thereof being refunded) are to be legally defeased in accordance with the indenture or fiscal agent agreement authorizing their issuance. If there is no provision for their defeasance, a defeasance escrow will be established that will contain only cash or direct obligations of the United States.

The County will also consider refunding an outstanding land secured financing to address unacceptable or unworkable bond covenants, debt service schedules or bond maturities.

SECTION XII: AMENDMENTS AND EXCEPTIONS

The County reserves the right to amend or modify these policies at any time and the right to make exceptions or grant waivers for specific financing projects, as facts and circumstances warrant.

Contra Costa County
Debt Management Policies
For
Multifamily Mortgage Revenue Bond Program

I. SUMMARY

This Appendix 5 provides specific policies and procedures for multifamily mortgage revenue bond (MFMRB) issues, which are in addition to those established by the County in the Contra Costa County, California Debt Management Policy (County Policy). The MFMRB program is administered by the County's Department of Conservation and Development (DCD)[1].

Federal, state and local legislation authorize issuance of mortgage revenue bonds by local governments to finance the acquisition, development, and rehabilitation of multifamily rental housing projects pursuant to Section 52075 of the California Health and Safety Code, and applicable provisions of the Internal Revenue Code. The allocation of private activity bond authority needed for the issuance of tax-exempt bonds is secured through the California Debt Limit Allocation Committee (CDLAC). The interest on the bonds can be exempt from federal and state taxation. As a result, bonds provide below market financing for qualified rental projects located within Contra Costa County (the "County")[2]. In addition, the bonds issued under the program can qualify projects for allocations of federal low-income housing tax credits (LIHTC), that provide a significant portion of the equity funding necessary to develop affordable housing.

There is no direct legal liability to the County in connection with the repayment of bonds; there is no pledge of the County's faith, credit or taxing power and the bonds do not constitute general obligations of the County because the security for repayment of bonds is limited to project revenue and other sources specified under each financing. Project loans are, in most cases, secured by a first deed of trust on the bond-financed property. The program is completely self-supporting; developers must secure funding to pay for costs of issuance of the bonds and all other costs under each financing.

The bonds may be used for construction, rehabilitation and permanent financing. The effective mortgage rate is the aggregate of the applicable bond rate and the add-on fees charged under the program such as lender, trustee, issuer's fee, etc. The bond rate, for fixed rate bonds, is determined at the time of a bond sale, and the resulting mortgage rate typically is approximately 1.5-2 percent below conventional mortgage rates. The project loans generally have a 30-year amortization schedule.

The goals of the program include:

- Increase and preserve the supply of affordable rental housing;
- Encourage economic diversity within residential communities;
- Maintain a quality living environment for residents of assisted projects and surrounding properties; and
- In the event of provision of public funds towards the project, optimize the effectiveness of those funds by maximizing the leveraging of private sector funds.

[1] DCD also manages a single-family mortgage revenue bond (SF MRB) program. It seeks an annual allocation of SFMRB financing authority from the California Debt Limit Allocation Committee and converts the allocation to Mortgage Credit Certificates (MCCs). MCC program information is available on the County website at http://ca-contracostacounty2.civicplus.com/4768/Mortgage-Credit-Certificate-Program.

[2] The County receives resolutions (or letters of support) from the cities and towns in which projects are located for each applicable transaction prior to seeking a reimbursement resolution from the Board of Supervisors.

II. ELIGIBILITY

The project must be located within the County and consist of complete rental units, including full kitchens and bathrooms, and cannot be used for transient or student housing, although in certain cases single room occupancy projects may be financed.

There is no limit on the minimum or maximum project size or number of units. However, smaller size projects (fewer than 40 units or less than $2 million loan) may not find tax exempt financing economically efficient due to the costs of issuance, services of the financial team, rating fees, etc. Proposed combined or pooled projects will be considered on a case by case basis.

Loan funds may be used for costs of property acquisition (no more than 25% of tax-exempt bond proceeds can be used for the acquisition of land), construction, rehabilitation, improvements, architectural and engineering services, construction interest, loan fees and other capital costs of the project incurred after the Bond Reimbursement date (specified in Section VII -Financing Process).

Pursuant to federal requirements, if bonds are used for acquisition and rehabilitation, an amount at least equal to 15 percent of the portion of the acquisition cost of the building and related equipment financed with the proceeds of the bonds must be used for rehabilitation of the project.

No more than two percent of any tax-exempt bond loan can be used to finance costs of issuance, such as the services of the financing team members, rating and printing of bonds, bond allocation, etc.

III. COUNTY COMPENSATION

The County's fees are comprised of (1) a non-refundable application fee due prior to drafting a Reimbursement Resolution, (2) an issuance fee due upon bond closing, and (3) an annual fee due in advance to cover costs of monitoring compliance with State and federal law requirements as contained in a Regulatory Agreement for each bond issue. The annual fees may be negotiated, however the standard fee is 1/8 of 1 percent (or 0.125 percent) of the principal amount of bonds outstanding. Annual fees are charged for the full term of the Regulatory Agreement, generally 55 years. At the County's discretion, annual fees above a $5,000 minimum may be subordinated to payment of debt service. The County fees are summarized in the table below:

Issuer Fee Schedule

Application (1)	**Issuance Fee**		**Annual Fee** (2)	
$2,500	Rate (3)	0.25%	Rate (3)	0.125%
	Minimum	$5,000	Minimum	$5,000
	Maximum	$90,000	Maximum	$50,000
	(1) Payable upon request of a Reimbursement Resolution. Amount is applied to Issuance Fee at closing. DCD may waive this requirement in its sole discretion.			
	(2) Amounts above the minimum may be subordinated to bond debt service, at the County's option.			
	(3) Percentage applied to the outstanding bond issuance amount.			

IV. TYPES OF BONDS

The County may issue either tax-exempt or taxable bonds. Taxable bonds would generally be issued in combination with tax-exempt bonds. Tax-Exempt Private Activity Bonds (non-refunding) require an allocation of bond authority from CDLAC. To obtain the allocation the County must submit an application to CDLAC on behalf of the developer (Project Sponsor). Submittal of the application is at the discretion of the County, not the Project Sponsor. The Project Sponsor must pay all required CDLAC fees when due.

The interest on taxable bonds is not exempt from federal taxation. These bonds are not subject to federal volume "cap" limitations and therefore do not require allocation authority from CDLAC. Taxable bonds can be used in combination with low-income housing tax credits awarded by the Tax Credit Allocation Committee. Taxable bond issues must meet all applicable requirements of this Policy (including rating requirements) and any additional regulations that may be promulgated, from time to time, by the County or as set forth in the County Policy.

The County may issue 501(c)(3) bonds on behalf of qualified nonprofit organizations. 501 (c)(3) bonds are tax-exempt and do not require an allocation from CDLAC, but cannot be used with the LIHTC Program.

Refunding Bonds will be allowed if the issuance meets the following conditions:

1. The Project Sponsor agrees to cover all costs of the issuer.
2. Projects originally financed by tax-exempt bonds prior to the 1986 Tax Act will have to make a minimum 10 percent of the units affordable to persons earning 50 percent of the median area income with the rents affordable at the same level.
3. The affordability restrictions of the existing bond regulatory agreement are subject to extension and/or additional restrictions. All specifics of refunding proposals must be approved by the County.
4. Default refunding applications require a default refunding analysis (to determine the eligibility for a default refunding). The County shall choose the

firm to conduct the analysis. The Project Sponsor will deposit the cost for the study with the County before the study begins.

V. AFFORDABILITY REQUIREMENTS

A. Term

The project must remain as rental housing and continuously meet the affordability requirements for at least 55 years from the date of 50 percent occupancy of the project (the "Qualified Project Period" or "QPP"). At the conclusion of the regulatory period, rent of "in-place" tenants will continue to be governed by the applicable affordability restriction, so long as those tenants continue to live in the development.

B. Income Restrictions

To be eligible for tax-exempt bond financing, federal and State law require that the project meet one of the following conditions:

1. A minimum of 20 percent of the units in the project must be set aside for occupancy by households whose income does not exceed 50 percent of area median income, as adjusted for family size; or
2. A minimum of 10 percent of the units in the project must be set aside for occupancy by households whose incomes do not exceed 50 percent of area median income, as adjusted for family size AND an additional 40 percent of the units in the project must be set aside for occupancy by households whose incomes do not exceed 60 percent of area median income, as adjusted for family size.

In general, project owners must certify their tenant's eligibility annually. If at the annual certification it is found that a tenant's income exceeds 140 percent of the current income limit, the owner must rent the next available unit of comparable size to a new income eligible tenant. The owner may raise the current tenant's rent to market rent only upon renting the next available unit to a new low-income or very low-income household, as applicable. A unit occupied only by full time students does not count towards the set-aside requirement.

C. Rent Restrictions

The maximum rents for all the affordable units are equal to 30 percent of the applicable monthly maximum income level, assuming one person in a studio, two persons in a one-bedroom, three persons in a two-bedroom and four persons in a three-bedroom unit. These assumptions differ for projects using LIHTC. If applicable, the County may use TCAC rents pursuant to AB 1714. The maximum rents are further reduced by the amount of the utility allowance applicable to those units, based on unit size. Utility allowances are set by the Housing Authority of the County of Contra Costa (HACCC) and are based solely upon the utilities paid by the tenant. The utility allowance does not include phone, cable or internet connections.

The set-aside units must proportionately reflect the mix of all units in the project, be distributed throughout the project, and generally have the same floor area, amenities, and access to project facilities as market-rate units.

D. Regulatory Agreement

The rental and affordability unit requirements will be contained in a regulatory agreement that is recorded against the property and must be complied with by the project owner and any subsequent buyers for the applicable compliance period. The

Regulatory Agreement will be drafted by the County's bond counsel and must be in a form acceptable to and approved by the County. Pursuant to Section 5220(c)(1) of the CDLAC Regulations, the Regulatory Agreement for any tax-exempt financing that received a CDLAC allocation must incorporate by reference and as an attachment the CDLAC resolution allocating private activity bond authority to the County for the project. The requirements are terminated at the later of the end of the applicable compliance period and repayment in full of the bonds, or in the event of total casualty loss or foreclosure.

VI. FINANCING TEAM

Bond counsel and a municipal advisor, if desired, specifically represent the interests and concerns of the County in ensuring the integrity of the bond transaction. The Project Sponsor may, at its own expense, add additional members to the finance team to represent its interests.

A. Municipal Advisor

If deemed necessary, the Municipal Advisor will be designated by DCD. They may be requested to prepare a feasibility study of whether it is economically advisable to proceed with the financing, including: evaluations of the financial strength of the project; assumptions regarding income and expenses; sources of security for bonds in addition to the project; Project Sponsors financial situation and experience in operating and managing rental projects; marketability of the bonds; rights and resources of parties to the transaction in the event of default; and provide financial advice on all relevant financial issues to best protect the interests of the County. The compensation for any municipal advisory services to determine whether it is advisable to proceed with a financing will not be contingent on the sale of the bonds.

B. Bond Counsel

Bond counsel will be designated for each financing by the County Board of Supervisors. Bond counsel will prepare the necessary legal documentation for each financing, including provisions regarding compliance with any applicable continuing disclosure requirements, provide an opinion regarding the validity of the bonds and if applicable their tax exemption, and provide legal advice on all relevant legal issues to best protect the interests of the County. (See also Section IV.B, Financing Team in the County Policy.)

C. Additional Parties

The Bond Underwriter, Private Placement Purchaser, Disclosure Counsel and Bond Trustee, if any is required, will be selected by the County in consultation with the project sponsor. The fees for such services will be paid solely out of bond proceeds or otherwise by the project sponsor.

VII. THE FINANCING PROCESS

A. Request for Financing (New or Refunding) – A letter of request must be sent to the DCD to review for consistency with County and CDLAC policy. The letter and accompanying information must state the desire to use the County's Multifamily Mortgage Revenue Bond Program. The letter should include:
   1. Name of Development Project,

2. Name of Project Sponsor, including the Project Sponsor's experience with multifamily housing development
3. Location by street address and assessor's parcel number (if known);
4. Estimated number units,
5. Estimated development costs including land (bonds to be issued cannot exceed this amount),
6. Exact legal name of the ownership entity at the time of bond closing (e.g. name of individual, partnership, corporation, etc.),
7. If different, name of the operating entity at the time of bond closing,
8. Proposed management company with a statement of experience in managing income restricted housing, and
9. Non-refundable application fee of $2,500 to cover the administrative costs of reviewing the project feasibility, Inducement and TEFRA Hearing processes.

B. Board of Supervisor Approval of Reimbursement Resolution – The Reimbursement Resolution is a conditional statement of intent on the part of the County to provide tax-exempt financing for the project. The Resolution is non-binding, however it authorizes the submittal of an application to CDLAC by the County (if tax-exempt bonds are to be issued) and it sets the date (which is 60-days earlier than the Reimbursement Date) from which costs related to the project are eligible for tax-exempt financing.

C. Public Hearing/Section 147(f) Resolution ("TEFRA") – Tax law requires that a public hearing be held for any proposed tax-exempt financing to take comments on the nature of and location of the facility proposed to be financed with private activity bonds. The hearing must be noticed in a local newspaper of general circulation or to be posted on the County's website, at least 7 days prior to the hearing. After the public hearing, the Board of Supervisors then adopts a resolution approving the issuance of bonds pursuant to Section 147(f) of the Internal Revenue Code. This is not the final approval of the bond issuance. The DCD holds the hearing administratively and the Board of Supervisors approves the Section 147(f) Resolution at a subsequent Board meeting. DCD may opt to schedule the required public hearing with the Board of Supervisors.

D. Obtaining a CDLAC Allocation –CDLAC allocation of private activity bond authority needed for the issuance of tax-exempt bonds is subject to an application process. The application must be submitted to the County by the project sponsor for review and comment at least 10 days prior to the CDLAC deadline. The final application must include the current application fee for CDLAC and a performance deposit to be held by the County. The deposit is returned according to CDLAC procedures, but is subject to reversion to CDLAC if the financing does not close according to their procedures. The CDLAC process includes approximately 60 days for review of applications prior to allocation.

E. Bond Sale Resolution – When an allocation is received the County and financing parties will have a limited time in which to complete the financing and sell and close on the issuance of the bonds. All real estate, lender and bond

documents are completed. The Board of Supervisors must approve a Bond Sale Resolution, typically 30 days in advance of the proposed bond closing.

VIII. BOND SALE MODES/ISSUING CRITERIA

Under its tax exempt financing program the County, as a conduit issuer, facilitates loans typically secured by a first deed of trust. A fundamental requirement for financings is that the project have loan underwriting and if applicable, credit enhancement from a third party institution that bears the ultimate risk and responsibility of repayment of the loan. The County may consider unrated bonds on a case-by-case basis. Subordinate financing from other federal, state, or local agencies may be integrated into a plan of finance for the project. Early consultation with County staff is encouraged.

Any bonds issued under the program that are sold to the public should generally be rated "A", or its equivalent, or better from a nationally recognized rating agency. The same rating requirement applies in the case of a substitution of existing credit facility for publicly held bonds that are outstanding.

A preferred way of obtaining the required rating on the bonds is through the provision of additional, outside credit support for the bond issue provided by rated, financially strong private institutions, such as bond insurance companies; domestic and foreign banks and insurance companies; FHA mortgage insurance or co-insurance, etc. The rating on the bonds is based on the credit worthiness of the participating credit enhancement provider. The applicant is required to identify and obtain credit enhancement for each bond issuance to be publicly held. As the primary source of security for the repayment of bonds, the credit enhancement provider reviews and approves the borrower and the project and its feasibility, including the size of the loan and the terms of repayment using their own underwriting criteria.

Fixed rate bonds, or their portion, can be issued without credit enhancement if the proposed financing structure results in the required minimum rating on the bonds by a nationally recognized rating agency. Bonds issued without credit enhancement will be sold to institutional investors in minimum $100,000 denominations.

Private Placement Bonds

Private Placement Bonds are allowed under the following conditions:

- The bonds are privately placed with "qualified institutional buyers" under Rule 144A of the Securities Act of 1933, or "accredited investors," as generally defined under Regulation D of the Securities Act of 1933.
- The bonds must be sold in minimum $100,000 denominations.
- All initial and subsequent purchasers (unrelated to the initial purchaser) must be willing to sign a sophisticated investor letter in a form approved by the County. While the bonds remain unrated, their transferability will be restricted to qualified institutional buyers or accredited investors who sign an Investor Letter, unless the transferee is related to the initial purchaser.
- The County may limit the number of investors.
- The owner must indemnify the County against any costs incurred by the County related to the financing, including any lawsuit initiated by the bondholder or any other party, regardless of whether the developer is negligent.

IX. OTHER

Underwriter criteria: See Section V. Method of Sale in the County Policy for underwriter selection criteria.

X. OTHER ISSUERS

Projects financed with subordinate financing from the County (CDBG, HOME, etc.) will be financed by bonds issued by the County. The County may consent to the use of statewide issuers for private activity bonds (including 501c3 bonds) to finance projects located within the unincorporated County when such projects are part of a common plan of finance with one or more projects located within the County. DCD may waive the limitations on the use of statewide issuers.

XII POST-ISSUANCE

See County Policy, Post-issuance Tax Compliance Procedures (Appendix 2) and Continuing Disclosure Procedures (Appendix 3). The following policies and procedures are in addition to those procedures and are specific to multifamily mortgage revenue bond issues. Project sponsors that received tax-exempt financing with an allocation from CDLAC are also required to maintain compliance with the CDLAC resolution associated with each such bond issuance.

A. Change of Ownership

The County reserves the right to approve any voluntary change in ownership (i) that results in a transfer of 50% or more of the total equity interests in a developer or (ii) that results in a transfer of any general partner or managing member interest in the developer. Such approval to transfer ownership shall be at the discretion of the County. Transfers made by a limited partner tax credit investor to its affiliates may, at the County's discretion, be exempted from this requirement. The County shall review proposed owner management practices on current and previously owned properties, inspections, financial statements and credit histories.

B. Compliance

Post-issuance compliance activities are carried out by DCD staff, including its Redevelopment Housing Specialist, under the supervision of the County's Assistant Deputy Director. The County currently has a license agreement with Compliance Services for its FOCUS program. Project Sponsors access information and submit reports through FOCUS at http://www.housingcompliance.org/ . (The County reserves the right to change vendors at any time.)

1. Issuance Report: Following bond issuance, Bond Counsel submits the Report of Final Sale pursuant to CDIAC regulations.
2. Qualified Project Period: The QPP begins when the development has achieved 50 percent occupancy. Project Sponsors of new construction projects are required to submit a recorded Certificate of Commencement of Qualified Project Period. For acquisition/rehabilitation projects, the QPP begins upon bond issuance.

3. Quarterly Reports: Upon commencement of the QPP, reports are due 15 days following the end of each quarter based on a calendar year using the form embedded in FOCUS.
4. Annual Reports: Annual reports for projects that received a CDLAC allocation must provide annual reports using the CDLAC Self-Certification Compliance forms are due to the County 45 days prior to the CDLAC report deadline. The County submits its comprehensive reports on all applicable developments prior to the CDLAC deadline.
5. Compliance Verification:
    a. Rent and income limits are calculated annually and are available to the Project Sponsors through FOCUS. The HACCC utility allowance schedule is uploaded in FOCUS. The Project Sponsor supplies the tenant-paid utility costs to the County and to FOCUS. The FOCUS program automatically compares the project rent and income information with the current limits and flags any non-compliance issues.
    b. Service amenities are included in any applicable CDLAC resolution and are verified by County staff at project completion, through annual reports, and during periodic site visits.
    c. Site visits are conducted at least once every three years during the compliance period. Staff reviews tenant files to confirm rent and incomes are appropriate and consistent with the on-line reports. Staff also confirms that amenities included in any applicable CDLAC resolution are being provided. Any findings or discrepancies are included in any applicable annual compliance report submitted by the County to CDLAC.
    d. Non-compliance is reported to CDLAC with anyannual required reports. Any such report will include the nature of the non-compliance and County staff's efforts to remedy the non-compliance. The County requires that the Regulatory Agreement for each development include identification of default and enforcement actions.

6. Record Retention: Any CDLAC application, County resolutions (TEFRA, reimbursement, and intent to issue), the bond legal documents, and compliance reports are retained for five years following the later of bond defeasance or expiration of the applicable project regulatory agreement.

7. Site-based Record Retention: Tenant income certification information for all initial tenants is retained for five years following the later of bond defeasance or expiration of the applicable regulatory agreement. Tenant files for future tenants a retained for five years following tenant move-out.

Contra Costa County
Debt Management Policies
For
Successor Agency to the former Contra Costa County Redevelopment Agency

This Appendix 6 provides specific policies and procedures for tax allocation bond (TAB) issues, which are in addition to those established by the County in the Contra Costa County, California Debt Management Policy (County Policy). The TABs are administered by the County's Department of Conservation and Development (DCD).

I. Purpose

The purpose of this Successor Agency to the former Redevelopment Agency of Contra Costa County ("Agency") Debt Management Policy is to organize and formalize the Agency's debt-related policies and practices and establish a framework for administering and potentially refinancing the Agency's debt.

The primary objectives of the policy are to:

- Promote sound financial management
- Assist the Agency in evaluating debt refinancing options
- Ensure full and timely repayment of debt
- Maintain full and complete financial disclosure and good investor relations
- Ensure compliance with applicable state and federal laws

II. Responsibility/Approval Process

The Director of the Department of Conservation and Development, or designee, shall be responsible for managing and coordinating all activities related to the administration and potential refinancing of the Agency's debt, including investment of bond proceeds, compliance with bond covenants, continuing disclosure, and arbitrage compliance.

III. Debt Issuance

Refinancing The Agency may refinance all or a portion of an outstanding debt issue when such refinancing enables the Agency to realize significant debt service savings or other policy goals. In general, refinancing that produces a net present value savings of at least three percent of the refinanced debt, without extending the term of the refinanced debt, will be considered economically viable. Refinancing that produce a net present value savings of less than three percent will be considered on a case-by-case basis if there is a compelling public policy objective that is accomplished by retiring the debt. For example, the Agency may pursue a non-economic refinancing to eliminate undesirable legal covenants in outstanding bond documents, to restructure the debt service profile, or to change the tax status of the debt.

IV. Debt Structure

Debt Service Reserve Fund The Agency may finance a debt service reserve fund from bond proceeds or other funds, consistent with federal tax law, to enhance the marketability of the bonds and/or to satisfy requirements of outstanding debt covenants. The Agency may purchase a reserve fund equivalent (such as a reserve fund surety) when such purchase is considered to be advantageous to the economics of the debt issuance.

Bond Insurance The Agency may purchase bond insurance (or secure a letter of credit) for any proposed financing if the economic benefit of the insurance realized through lower interest costs exceeds the cost of the insurance. The Director of the Department of Conservation and Development, or designee will solicit quotes from providers, and shall have the authority to select a provider whose bid is most cost effective, and whose terms and conditions are satisfactory to the County.

Call Provisions In general the bonds will include a call feature that is no longer than 10 years from the date of delivery of the bonds. The Agency will seek to avoid the sale of non-callable bonds absent careful evaluation by the Agency of the value of the call option.

Original Issue Discount An original issue discount will be permitted only if the Agency determines that such discount results in a lower true interest cost on the bonds and that the use will not adversely affect the projects to be financed.

Interest Rate Mode The Agency shall use only fixed-rate debt to refinance its bonds.

VI. Financing Team

Bond counsel and a municipal advisor, if applicable, specifically represent the interests and concerns of the Agency in ensuring the integrity of the bond transaction.

A. Municipal Advisor

If deemed necessary, the Municipal Advisor will be designated by DCD. They will prepare a feasibility study of whether it is economically advisable to proceed with the financing, including: evaluations of the financial strength of the project; assumptions regarding income and expenses; sources of security for bonds in addition to the project. The compensation for municipal advisory services to determine whether it is advisable to proceed with a financing will not be contingent on the sale of the bonds.

B. Bond Counsel

Bond counsel will be designated for each financing by the County Board of Supervisors. Bond counsel will prepare the necessary legal documentation, including provisions regarding compliance with any applicable continuing disclosure requirements, provide an opinion regarding the validity of the bonds and their tax exemption, and provide legal advice on all relevant issues to best protect the interests of the Agency.

C. Additional Parties

The Bond Underwriter, Remarketing Agent, Private Placement Purchaser, Disclosure Counsel, if any, and Bond Trustee, if required, will be selected by the Agency in consultation with the municipal advisor. The fees for such services will be paid solely out of bond proceeds or otherwise by the project sponsor.

(See also Section IV.B. – Financing Team in the County Policy)

VII. Method of Sale

The Agency may select a method of sale that is most appropriate for a particular financing or debt program in light of the financial, market, transaction-specific, and Agency-related conditions. The Director of the Department of Conservation and Development, or designee shall be responsible for determining the appropriate manner in which to offer any securities to investors, and may consider negotiated sale, competitive bid or private placement, as appropriate. The Agency's bonds have traditionally been sold via negotiated sale. This has been reflective of a complex structure which has required significant up-front work by the bond underwriter, and a strong pre-marketing effort at sale. The Agency may elect to privately place its debt if it is demonstrated to result in a cost savings to the Agency relative to other methods of debt issuance.

VIII. Debt Administration

Investment of Bond Proceeds Investments of bond proceeds shall be consistent with federal tax requirements, the County's adopted Investment Policy as modified from time to time, and with requirements contained in the governing bond documents.

Continuing Disclosure The Agency is committed to full and complete primary and secondary market financial disclosure in accordance with disclosure requirements established by the Securities and Exchange Commission and Municipal Securities Rulemaking Board, as may be amended from time to time. The Agency is also committed to cooperating fully with rating agencies, institutional and individual investors, other levels of government, and the general public to share clear, timely, and accurate financial information.

Arbitrage Compliance The Agency shall maintain a system of record keeping and reporting to meet the arbitrage compliance requirements of federal tax law or procure an outside contractor for such service.

File #: 26-3722 **Agenda Date:** 8/25/2026 **Agenda #:** C.28.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: APPROVE and AUTHORIZE the County Administrator and Auditor-Controller, or designees, to execute an amended engagement letter and contract amendment with Macias Gini & O'Connell, LLP, increasing the payment limit by $250,000 from $2,579,811 to $2,829,811 for professional auditing services related to conducting financial compliance audits, with no change to the contract term ending May 31, 2028; and APPROVE a budget amendment authorizing the transfer of $250,000 in appropriations from Appropriations for Contingencies (0990) to General Administration (1200). (100% General Fund)
Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Administrator and Auditor-Controller, or designees, to execute an amended engagement letter and contract amendment with Macias Gini & O'Connell, LLP, increasing the payment limit by $250,000 from $2,579,811 to $2,829,811 for professional auditing services related to conducting financial compliance audits, with no change to the contract term ending May 31, 2028; and APPROVE a budget amendment authorizing the transfer of $250,000 in appropriations from Appropriations for Contingencies (0990) to General Administration (1200). (100% General Fund)

FISCAL IMPACT:
Approval of the contract amendment and budget amendment would have no net fiscal impact to general fund expenditures for the year, but it would transfer $250,000 from Appropriations for Contingencies to a general fund operating account after fiscal year-end close in September.

BACKGROUND:
On April 24, 2023, the County issued a Request for Proposals (RFP) for professional auditing services, including annual external audits of the County, In-Home Supportive Services (IHSS) Public Authority, and the County of Contra Costa Public Financing Authority. In addition, the RFP scope includes the annual Single Audit required of all entities receiving over $750,000 (now $1,000,000) from the federal government. The external audit of the County's financial statements is separate from the Single Audit of the County's federal expenditures.

Proposals were due from interested firms on May 12, 2023, and the County received two proposals from qualified, public-sector accounting firms; Macias Gini & O'Connell, LLP and Eide Bailly, LLP. Following receipt of the proposals, the County convened a review panel on May 17, 2023 to review each proposal and make a recommendation for contract award to the Board of Supervisors. The review panel used a consensus

based, forced ranking approach to evaluate the proposals and ultimately recommend Macias Gini & O'Connell, LLP (MGO) to be granted the contract.

On May 23, 2023, the Board of Supervisors authorized a three-year contract period with two optional one-year extensions. At that time, staff pre-negotiated the potential year 4 and 5 fees to lock in predictable rates should the Board authorize a future extension of the contract. On June 25, 2024, the Board amended the contract to add an engagement related to an external audit of Measure X program funds, which also included pre-negotiated rates through year 5.

On April 28, 2026, the Board extended the contract for two additional years through May 31, 2028 and increased the contract payment limit by $1,089,364 reflecting the rates for the two additional years of the engagement.

Since the execution of the original audit engagement letter, MGO has become aware of increased audit risk in the County, including publicly reported information regarding an ongoing federal investigation involving a County elected official, as well as additional information concerning functions within that office that may be relevant to an assessment of audit risk. Today's action requests that the Board increase the payment limit by $250,000 from $2,579,811 to $2,829,811 to conduct additional financial compliance audits related to the increased audit risk, with no change to the contract term ending May 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
The County will be unable to adequately assess audit risk and comply with the California Government Code and the Single Audit Act.

mgo. | Certified Public Accountants

August 6, 2026

Monica Nino, County Administrator
County Administration Building
1025 Escobar Street, 4th Floor
Martinez, California 94553-1229

Joanne Bohren, Auditor Controller
Finance Building
625 Court Street
Martinez, California 94553-1229

Dear Ms. Nino and Ms. Bohren,

This letter amends and supplements our Arrangement Letter dated July 9, 2026 (the "Arrangement Letter"), related to our audit of the County of Contra Costa's (the County) financial statements for the fiscal year ending June 30, 2026, conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS").

Purpose of Amendment

Since the execution of our original Arrangement Letter, certain matters have become known to us, including publicly reported information regarding an ongoing federal investigation involving a County elected official, as well as additional information that has come to our attention concerning functions within that office that may be relevant to our assessment of audit risk.

Consistent with applicable professional auditing standards, we are required to evaluate information obtained during the course of an engagement and reassess risks that may affect the nature, timing, and extent of audit procedures necessary to achieve the objectives of the engagement. Based on our evaluation of these developments, we have determined that modifications to our planned audit approach are necessary.

Expanded Scope of Professional Services

As a result of the matters described above, we will perform additional procedures that we deem necessary to address the increased level of audit risk and to obtain sufficient appropriate audit evidence in support of our audit opinions and reports.

The additional work may include expanded consideration of matters affecting risk assessment, internal control, compliance, governance, management representations, financial reporting impacts, and other matters relevant to the audit of the County's financial statements and our responsibilities under applicable professional standards.

In addition, at the County's request, we will expand the scope of our audit procedures to include additional consideration of certain property tax administration activities and related processes that may be relevant to the County's financial reporting and audit objectives. The nature, timing, and extent of such procedures will be determined by our professional judgment and may be modified as circumstances warrant.

Nothing contained in this amendment should be interpreted as a determination regarding the validity of any allegation, assertion, investigation, or claim, nor should it be construed as a forensic investigation, fraud examination, performance audit, or independent investigative engagement unless separately agreed to in writing.

Additional Fees

Due to the increased audit risk, expanded audit scope, inclusion of additional procedures requested by the County, additional professional time required, heightened levels of supervision and review, and other engagement considerations arising from the matters described above, our estimated fees for the engagement will increase by $250,000.

Should circumstances arise that require significantly more effort than currently anticipated, including the emergence of additional information relevant to our risk assessment or audit responsibilities, we will communicate with management as promptly as practicable regarding any further adjustments to fees or scope.

Other Terms

Except as specifically modified by this amendment, all terms and conditions contained in the original Arrangement Letter remain in full force and effect. While this amendment is expanding the audit procedures, we are expecting to conduct this additional work within the existing audit schedule and meet the report deadlines as outlined in our audit contract (December 31 for the Independent Auditor' Report). This expectation is contingent upon the cooperation of the Assessor's Office and providing timely responses to requests for information and documentation.

David Bullock is the engagement partner for the audit services specified in this letter and is responsible for supervising MGO services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We appreciate the cooperation of County management and those charged with governance and look forward to continuing to serve the County. We remain committed to conducting our work in accordance with applicable professional standards while maintaining the highest degree of independence, objectivity, and professional care.

Sincerely,

Macias Gini & O'Connell LLP

By:
David Bullock, CPA
Partner

ACCEPTED AND AGREED

County of Contra Costa

By:_____
Monica Nino, County Administrator

Date: _____

County of Contra Costa

By:_____
Joanne Bohren, Auditor Controller

Date: _____

File #: 26-3723 **Agenda Date:** 8/25/2026 **Agenda #:** C.29.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Termination of Membership in Conduit-Issuer Joint Powers Authorities

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

1. APPROVE withdrawal from membership in the following conduit-issuer Joint Powers Authorities:

    a. California Statewide Communities Development Authority; and

    b. California Municipal Finance Authority, upon conclusion of financing of the Orbisonia Heights development project in unincorporated Bay Point, by the Authority.

2. DIRECT the County Administrator, or designee, to provide written notice to each Joint Powers Authority of the withdrawal.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On September 30, 2025, the U.S. Securities and Exchange Commission (SEC), Office of Municipal Securities (OMS) contacted the County requesting a meeting to discuss the role that the County plays in the oversight of Joint Powers Authority (JPA) activities, specifically that of conduit-issuer JPAs. This follows several years of the OMS raising concerns regarding the oversight of JPAs by member agencies, such as cities and counties, given that bonds issued by conduit-issuer JPAs have some of the highest default rates in the country. In addition, many of these JPAs have led the emergence of certain deal structures, including so-called "workforce housing" deals, that have filed a high number of material event notices that may suggest potential economic difficulties or future defaults.

History and Formation of Conduit-issuers in Contra Costa County

Contra Costa County is a member of certain Joint Powers Authorities (JPAs) that serve as "conduit-issuers" for purposes of issuing tax-exempt bond financing, including the California Statewide Communities Development

Authority (CSCDA) and the California Municipal Finance Authority (CMFA). Membership in these entities was established to facilitate access to the municipal bond market for local developers and community-based organizations, particularly for projects that might not otherwise qualify for direct County or other financing. The CSCDA was formed in the late 1980s as a collaborative effort by the California State Association of Counties (CSAC) and the League of California Cities. The County joined as a member of CSCDA on November 18, 1987 and subsequently entered into an Amended and Restated Joint Exercise of Powers Agreement on May 15, 1990 (Resolution No. 90/310). Later, the County joined the CMFA to further support local access to tax-exempt financing opportunities on February 13, 2007 (Resolution No. 2007/67). CMFA operates similar to CSCDA, but is not sponsored by CSAC or the League of California Cities.

Ongoing State and National Concerns

Over time, the operational structure of these conduit-issuer JPAs has evolved, with many being managed by for-profit financial corporations. Over the years, this model has raised concerns regarding transparency, accountability, and potential conflicts of interest, as highlighted in public finance industry media coverage, by the California State Auditor and the SEC. Notably, other jurisdictions, such as the County of Los Angeles, have previously withdrawn from conduit-issuer JPAs, citing the lack of public scrutiny and regulatory oversight when compared to County or State administered financing authorities. In California, the Los Angeles County Administrator recommended and the Board of Supervisors approved withdrawal of membership from CSCDA in 2009, stating at the time that…

> *"Similar to other private conduit-issuers, CSCDA is not subject to the same reporting and oversight rules that apply to the County and the State. This relative lack of public scrutiny, transparency and regulation is a concern given that CSCDA now ranks as one of the ten largest (of more than 3,000 total) issuers of tax-exempt debt nationwide."*

Recent developments have heightened the need for the County to re-evaluate its participation in these JPAs. In Fall 2024, the SEC noted that conduit JPAs operating in California…

> *"…are not so much facilitating jointly beneficial projects as allowing private sector participants to access the lower cost tax-exempt market with little to no actual input from the individual member agencies [of the JPA]."*

The SEC has also highlighted the elevated default rates associated with certain conduit financings, this assertion is supported by reporting from Municipal Market Analytics (MMA), a leading independent research and advisory firm in the municipal bond industry, which reported borrowers utilizing conduit-issuers accounted for approximately 75% of all municipal bond impairments and 87% of all payment defaults between January 1, 2020 and April 2026.

Local Case Study - Twin Creeks Apartments, City of Antioch

In 2019, the Kings County Board of Supervisors created the California Community Housing Agency (CalCHA), a conduit-issuer JPA, that operates an Affordable Housing Asset Ownership Division that not only finances workforce housing projects but retains ownership of those assets on behalf of developers to avoid local property tax. As of April 30, 2026, CalCHA owned 14 workforce housing projects financed with $2.5 billion of bond financing and seven (7) have *"…either defaulted, dipped into reserves to make payments or reported some other type of impairment, according to filings on Electronic Municipal Market Access."*

One of the seven (7) impaired properties is the Twin Creeks Apartments located in the City of Antioch. Twin Creeks is a 240-unit multifamily residential development located at 1111 James Donlon Boulevard, Antioch which was originally built in 1986. The property was acquired in 2022 following the issuance of $92.1 million in bonds by CalCHA, on behalf of Unity Housing Corporation ("Unity") including $75.6 million for acquisition of the project plus approximately $17 million in fees and deposits into reserve accounts. Almost immediately, the project was delinquent on its special assessment roll for fiscal year 2022/23 and has relied on unscheduled draws from debt service reserve funds to pay the debt service since at least 2024. The final maturity on the bonds is August 1, 2065.

Due to the nature of the ownership structure between the CalCHA and Unity, CalCHA, as a governmental entity, is the owner of the property and therefore does not pay property taxes on the value of property. For Assessment Year 2025-26, the Twin Creeks property was valued at $80,227,324. Assuming the 1% *ad valorem* property tax, the deal structure enables Unity to avoid at least $802,273 in property taxes in that tax year and in future tax years, which would otherwise be allocated the City of Antioch, the County, Contra Costa County Fire Protection District, and the County Library among other taxing agencies. Below is an illustration of the property tax history of the property illustrating the exemption from *ad valorem* property taxes upon assumption of ownership by CalCHA…

TAX HISTORY

Address (Situs): 1111 JAMES DONLON BLVD, ANTIOCH CA

Parcel Number (APN): 075-460-003-9

THIS APN IS SIGNED UP FOR SECURED TAX PAPERLESS BILLING

CURRENT TAXES | TAX HISTORY | ASSESSMENT INFORMATION | PROPERTY MAP | CONTACT INFO

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Municipal market veteran Jeff Lipton summed up the risks of these conduit-issuer driven deal structures by stating…

> *"Apart from state HFA [Housing Finance Agency] multifamily financings, conduits behave more like leveraged real estate loans with many of the associated trappings. While many conduit multifamily deals carry a form of federal support…non-recourse conduit deals without enhancement carry the highest risk of non-performance."*

JPA Member Agency Role and Potential Liability

The SEC has further articulated its view that member agencies are of essence to the existence of a JPA and that membership comes with inherent responsibilities different than those of a JPA's Board of Directors. Specifically, the SEC has stated that…

> *"…a JPA composed of hundreds of entities and operated by what is essentially a private entity without any meaningful oversight raises similar questions about proper delegation of governmental responsibilities and avoiding indefinitely responsibility to a public electorate."*

In this context, the SEC is specifically interested in how member agencies are performing oversight over their collective interest in the JPA separate and aside from oversight of the JPA conducted by its Board of Directors. In the case of the CSCDA and the CMFA, the Board of Directors for both JPAs are not exclusively composed of representatives from the JPA's member agencies and, therefore, may not necessarily be monitoring the interest of the member agencies of each JPA. For example, as of this writing the Board of Directors of the CMFA include eight (8) individuals; two (2) from private municipal advisory firms, four (4) retired public sector professionals and only two (2) individuals actively employed in the public sector.

More specifically, the SEC has alluded to potential "control person liability" of JPA member agencies for the conduct of the JPA pursuant to the Section 20a of the Securities Exchange Act of 1934 (the "Securities Act"). OMS Director Dave Sanchez commented that…

> *"Municipal entities might also consider whether control person liability may be applicable to member agencies for inaccurate representations by the JPA about its finances, project approval process, operating structure or conflicts of interest."*

Control person liability under the Securities Act arises in situations whereby liability is shared between all persons who directly or indirectly control a person or entity that violated the Securities Act. In other words, someone who had the power to direct or influence the actions of the person or entity in violation may also be held legally responsible, even if they did not personally commit the violation. In this context, the SEC appears to be suggesting that the member agencies of the conduit-issuer JPA may have such liability because those member agencies have the ability to direct or influence the actions of the conduit-issuer JPA.

Conclusion & Continuity of Access to the Municipal Bond Market

Based on the evolution of concerns regarding the structure of conduit-issuer joint powers authorities (JPAs), as well as more focused remarks by the SEC regarding the application of Securities Act liability provisions to member agencies of conduit-issuer JPAs, staff recommends that the Board of Supervisors terminate the County's membership in CSCDA effective immediately and terminate its membership in CMFA following the

issuance of bonds supporting the Orbisonia Heights development project in unincorporated Bay Point.

Orbisonia Heights is a mixed-income, mixed-use development that will be constructed in three phases. Upon completion, the project will include 384 multifamily rental units, an approximately 20,900-square-foot County-owned library, and approximately 10,900 square feet of commercial space to support the Bay Point community.

It is important to balance a public policy decision such as this with the impacts to, in this case, developers and community-based organizations seeking to access the tax-exempt municipal market to fund projects within the unincorporated area of the County. Following termination of the County's membership with conduit-issuer JPAs, the tax-exempt municipal market can still be accessed in various ways:

1. The County. The County operates a comprehensive public finance program within the Conservation and Development department specifically to advance the County's housing goals, including through the issuance of multi-family housing bond <https://www.contracosta.ca.gov/8694/Multiple-Family-Mortgage-Revenue-Bond>s and a Community Facilities District (CFD) bond program <https://www.contracosta.ca.gov/5170/Public-Finance> to support developers.

2. California Infrastructure and Economic Development Bank ("I-Bank"). <https://ibank.ca.gov/bonds/501c3-bonds/> The I-Bank is an agency within the State of California that may serve as conduit-issuer for 501(c)(3) public benefit corporations operating within the County for infrastructure projects among other things.

3. California Housing Finance Agency (CalHFA) <https://www.calhfa.ca.gov/multifamily/programs/index.htm>. The CalHFA is also an agency within the State of California that serves as conduit-issuer specifically for housing development projects to advance the State's housing goals in partnership with local government.

It is important to note that the County's termination of membership in these conduit-issuer JPAs only apply to projects being funded within the unincorporated area of the County. Each of the three programs identified above are currently in operation and are immediately available to assist with tax-exempt bond financings within the unincorporated area of the County.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not approve the recommended termination of membership in conduit-issuer joint powers authorities, the County will remain exposed to ongoing governance and oversight risks associated with these entities by federal regulatory agencies.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Termination of Membership in Conduit-Issuer Joint Powers Authorities

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

1. APPROVE withdrawal from membership in the following conduit-issuer Joint Powers Authorities:

    a. California Statewide Communities Development Authority; and

    b. California Municipal Finance Authority, upon conclusion of financing of the Orbisonia Heights development project in unincorporated Bay Point, by the Authority.

2. DIRECT the County Administrator, or designee, to provide written notice to each Joint Powers Authority of the withdrawal.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On September 30, 2025, the U.S. Securities and Exchange Commission (SEC), Office of Municipal Securities (OMS) contacted the County requesting a meeting to discuss the role that the County plays in the oversight of Joint Powers Authority (JPA) activities, specifically that of conduit-issuer JPAs. This follows several years of the OMS raising concerns regarding the oversight of JPAs by member agencies, such as cities and counties, given that bonds issued by conduit-issuer JPAs have some of the highest default rates in the country. In addition, many of these JPAs have led the emergence of certain deal structures, including so-called "workforce housing" deals, that have filed a high number of material event notices that may suggest potential economic difficulties or future defaults.

History and Formation of Conduit-issuers in Contra Costa County

Contra Costa County is a member of certain Joint Powers Authorities (JPAs) that serve as "conduit-issuers" for purposes of issuing tax-exempt bond financing, including the California Statewide Communities Development Authority (CSCDA) and the California Municipal Finance Authority (CMFA). Membership in these entities was established to facilitate access to the municipal bond market for local developers and community-based organizations, particularly for

projects that might not otherwise qualify for direct County or other financing. The CSCDA was formed in the late 1980s as a collaborative effort by the California State Association of Counties (CSAC) and the League of California Cities. The County joined as a member of CSCDA on November 18, 1987 and subsequently entered into an Amended and Restated Joint Exercise of Powers Agreement on May 15, 1990 (Resolution No. 90/310). Later, the County joined the CMFA to further support local access to tax-exempt financing opportunities on February 13, 2007 (Resolution No. 2007/67). CMFA operates similar to CSCDA, but is not sponsored by CSAC or the League of California Cities.

Ongoing State and National Concerns

Over time, the operational structure of these conduit-issuer JPAs has evolved, with many being managed by for-profit financial corporations. Over the years, this model has raised concerns regarding transparency, accountability, and potential conflicts of interest, as highlighted in public finance industry media coverage, by the California State Auditor[1] and the SEC. Notably, other jurisdictions, such as the County of Los Angeles, have previously withdrawn from conduit-issuer JPAs, citing the lack of public scrutiny and regulatory oversight when compared to County or State administered financing authorities[2]. In California, the Los Angeles County Administrator recommended and the Board of Supervisors approved withdrawal of membership from CSCDA in 2009, stating at the time that…

> *"Similar to other private conduit-issuers, CSCDA is not subject to the same reporting and oversight rules that apply to the County and the State. This relative lack of public scrutiny, transparency and regulation is a concern given that CSCDA now ranks as one of the ten largest (of more than 3,000 total) issuers of tax-exempt debt nationwide."*[3]

Recent developments have heightened the need for the County to re-evaluate its participation in these JPAs. In Fall 2024, the SEC noted that conduit JPAs operating in California…

> *"…are not so much facilitating jointly beneficial projects as allowing private sector participants to access the lower cost tax-exempt market with little to no actual input from the individual member agencies [of the JPA]."*[4]

The SEC has also highlighted the elevated default rates associated with certain conduit financings, this assertion is supported by reporting from Municipal Market Analytics (MMA), a leading independent research and advisory firm in the municipal bond industry, which reported

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[1] California State Auditor, *Conduit Bond Issuers: Issuers Complied With Key Bond Requirements, but Two Joint Powers Authorities' Compensation Models Raise Conflict-of-Interest Concerns*, Report Nos. 2011-118 and 2011-613 (Sacramento: California State Auditor, August 2012), https://information.auditor.ca.gov/pdfs/reports/2011-118and2011-613.pdf

[2] Los Angeles County Board of Supervisors, *Agenda Item 13*, September 16, 2009, supporting documentation, https://file.lacounty.gov/SDSInter/bos/supdocs/091609_13.pdf.

[3] Ibid, 3.

[4] Dave A. Sanchez, "Joint Powers Authorities and Other Topics for Market Participants," remarks at the California Bond Buyer Conference, San Francisco, CA, October 24, 2024, U.S. Securities and Exchange Commission, October 24, 2024, https://www.sec.gov/newsroom/speeches-statements/sanchez-remarks-california-bond-buyer-conference-102424

borrowers utilizing conduit-issuers accounted for approximately 75% of all municipal bond impairments and 87% of all payment defaults between January 1, 2020 and April 2026.[5]

Local Case Study – Twin Creeks Apartments, City of Antioch

In 2019, the Kings County Board of Supervisors created the California Community Housing Agency (CalCHA),[6] a conduit-issuer JPA, that operates an Affordable Housing Asset Ownership Division that not only finances workforce housing projects but retains ownership of those assets on behalf of developers to avoid local property tax.[7] As of April 30, 2026, CalCHA owned 14 workforce housing projects financed with $2.5 billion of bond financing and seven (7) have *"…either defaulted, dipped into reserves to make payments or reported some other type of impairment, according to filings on Electronic Municipal Market Access."*[8]

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Due to the nature of the ownership structure between the CalCHA and Unity, CalCHA, as a governmental entity, is the owner of the property[9] and therefore does not pay property taxes on the value of property. For Assessment Year 2025-26, the Twin Creeks property was valued at $80,227,324. Assuming the 1% *ad valorem* property tax, the deal structure enables Unity to avoid at least $802,273 in property taxes in that tax year and in future tax years, which would otherwise be allocated the City of Antioch, the County, Contra Costa County Fire Protection District, and the County Library among other taxing agencies. Below is an illustration of the property tax history of the property illustrating the exemption from *ad valorem* property taxes upon assumption of ownership by CalCHA…

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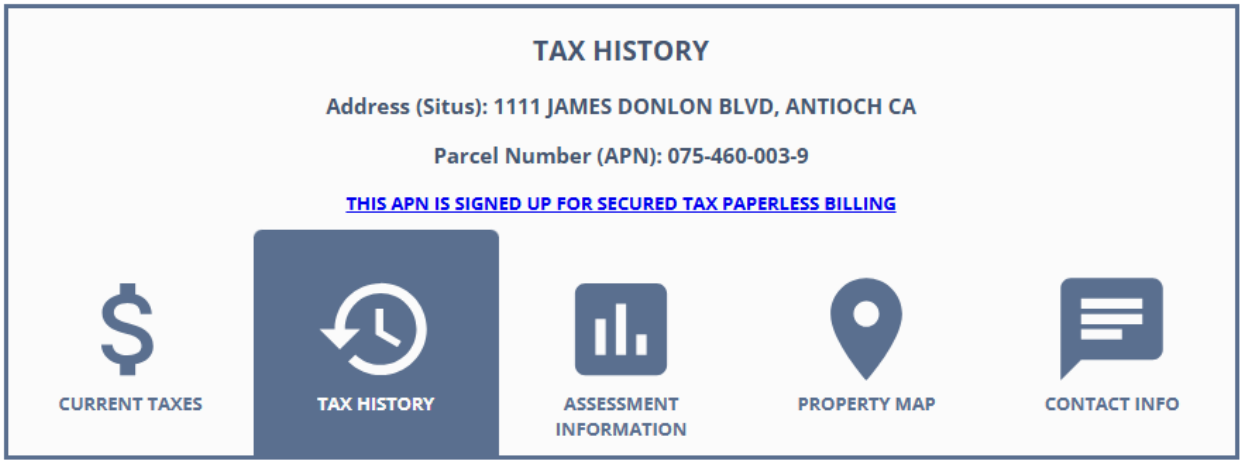
[5] Kathie O'Donnell, "Conduit-issuer Project-Selection Process in Spotlight," *The Bond Buyer*, April 23, 2026, https://www.bondbuyer.com/news/conduit-issuer-project-selection-process-in-spotlight

[6] Contra Costa County is not a member of CalCHA, but the cities of Antioch and Hercules are members of the JPA.

[7] The term "workforce housing" generally refers to housing intended for households between traditionally defined low-income and upper-income groups. Although there is no single federal definition, proposed definitions tend to consider household income, occupation, and/or housing costs. See Henry G. Watson, *Workforce or Middle-Income Housing: Analysis and Policy Considerations*, Congressional Research Service, March 25, 2026, R48886. https://www.congress.gov/crs-product/R48886

[8] Caitlin Devitt, "Municipal advisory for PFA, CalCHA defends distressed deals," *The Bond Buyer*, April 30, 2026, https://www.bondbuyer.com/news/pfa-municipal-advisor-gpm-defends-distressed-housing-deals

[9] The purchaser, Unity, and CalCHA executed an Assignment and Assumption Agreement whereby Unity assigned its interest in the Purchase Agreement for the property exclusively to CalCHA prior to the close of escrow.



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[10] Jeff Lipton, "How Conduit Multifamily Bonds Can Be Dangerous to Portfolio Health," *The Bond Buyer*, May 11, 2026, https://www.bondbuyer.com/opinion/how-conduit-multifamily-bonds-can-be-dangerous-to-portfolio-health.

of governmental responsibilities and avoiding indefinitely responsibility to a public electorate."[11]

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"Municipal entities might also consider whether control person liability may be applicable to member agencies for inaccurate representations by the JPA about its finances, project approval process, operating structure or conflicts of interest."[13]

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[11] (Sanchez), p. 2.
[12] 15 U.S.C. § 78t(a)
[13] (Sanchez), p. 3

It is important to balance a public policy decision such as this with the impacts to, in this case, developers and community-based organizations seeking to access the tax-exempt municipal market to fund projects within the unincorporated area of the County. Following termination of the County's membership with conduit-issuer JPAs, the tax-exempt municipal market can still be accessed in various ways:

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2. California Infrastructure and Economic Development Bank ("I-Bank"). The I-Bank is an agency within the State of California that may serve as conduit-issuer for 501(c)(3) public benefit corporations operating within the County for infrastructure projects among other things.

3. California Housing Finance Agency (CalHFA). The CalHFA is also an agency within the State of California that serves as conduit-issuer specifically for housing development projects to advance the State's housing goals in partnership with local government.

It is important to note that the County's termination of membership in these conduit-issuer JPAs only apply to projects being funded within the unincorporated area of the County. Each of the three programs identified above are currently in operation and are immediately available to assist with tax-exempt bond financings within the unincorporated area of the County.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not approve the recommended termination of membership in conduit-issuer joint powers authorities, the County will remain exposed to ongoing governance and oversight risks associated with these entities by federal regulatory agencies.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3690 **Agenda Date:** 8/25/2026 **Agenda #:** C.30.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Conflict of Interest Code for Reclamation District 799 (Hotchkiss Tract)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE amendments to the Conflict of Interest Code for Reclamation District 799 (Hotchkiss Tract) ("District")

FISCAL IMPACT:

None.

BACKGROUND:

Reclamation District 799 (Hotchkiss Tract) ("District") has amended its conflict of interest code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The conflict of interest code in Exhibit A has been revised pursuant to Senate Bill 852, which made changes to the Political Reform Act by adding "public officials who manage public investments" to the list of individuals for whom the Fair Political Practices Commission is the filing officer as of January 1, 2026. This change will ensure that the conflict of interest code for the District accurately reflects its current positions and organizational structure and is consistent with the recent legislation. A red-lined version of the conflict of interest code is attached as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

cc: Monica Nino, Clerk of the Board of Supervisors; Hannah M. Shafsky, Deputy County Counsel; Dina Holder, District Secretary, Reclamation District 799 (Hotchkiss Tract)

RECLAMATION DISTRICT 799
CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code section 81000 et seq) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation (2 California Code of Regulations Section 18730, hereinafter "CCR 18730") which contains the terms of a standard conflict of interest code and which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Appendices in which members and employees are designated and disclosure categories are set, shall constitute the conflict of interest code of Reclamation District No. 799.

Individuals holding designated positions shall file their statements of economic interests with the District Secretary of Reclamation District No. 799. The statements will be available for public inspection and reproduction. (Gov. Code Sec. 81008). All statements will be retained by the District.

RECEIVED
AUG 06 2026
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

RECEIVED
AUG 06 2026
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

APPENDIX A

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES
Secretary of the Board	ALL
Superintendent	ALL
District Engineer	ALL
Attorney	ALL
Engineers	ALL
Consultants[1]	ALL

GOVERNMENT CODE § 87200 FILERS AND/OR PUBLIC OFFICALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the following positions are not covered by this code because they manage public investments and will file statements of economic interest pursuant to Government Code section 87200:

Trustees

District Manager

---

[1] Consultants, as defined in 2 Cal. Code Regs. § 18700.3, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board 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 a 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 President'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.

Updated 07/30/2026

APPENDIX B

DISCLOSURE CATEGORIES

All investments and business positions in business entities, and all sources of income and interests in real property as set forth below. This category is known as full disclosure.

1. Investments in or income from persons or businesses engaged in the business of providing services or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Reclamation District No. 799, or could foreseeably provide services or supplies to the Reclamation District No. 799.

2. Interests in real property located in whole or in part within the boundaries of the Reclamation District No. 799, or within a two-mile radius of the Reclamation District No. 799, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interests is greater than $1,000.00.

3. Business positions, including but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years has contracted with, or in the future may contract with Reclamation District No. 799 to provide services or supplies to Reclamation District No. 799.

Updated 07/30/2026

RECEIVED
AUG 06 2026
CLERK BOARD OF SUPERVISORS
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RECLAMATION DISTRICT 799
CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code section 81000 et seq) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation (2 California Code of Regulations Section 18730, hereinafter "CCR 18730") which contains the terms of a standard conflict of interest code and which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Appendices in which members and employees are designated and disclosure categories are set, shall constitute the conflict of interest code of Reclamation District No. 799.

Individuals holding designated positions shall file their statements of economic interests with the District Secretary of Reclamation District No. 799. The statements will be available for public inspection and reproduction. (Gov. Code Sec. 81008). All statements will be retained by the District.

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APPENDIX A

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES
~~Trustees~~	~~ALL~~
Secretary of the Board	ALL
Superintendent	ALL
District Engineer	ALL
Attorney	ALL
Engineers	ALL
Consultants[1]	ALL

GOVERNMENT CODE § 87200 FILERS AND/OR PUBLIC OFFICALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the following positions are not covered by this code because they manage public investments and will file statements of economic interest pursuant to Government Code section 87200:

Trustees

District Manager

---

[1] Consultants, as defined in 2 Cal. Code Regs. § 18700.3, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board 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 a 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 President'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.

Updated 0~~6/25~~7/30/2026

APPENDIX B

DISCLOSURE CATEGORIES

All investments and business positions in business entities, and all sources of income and interests in real property as set forth below. This category is known as full disclosure.

1. Investments in or income from persons or businesses engaged in the business of providing services or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Reclamation District No. 799, or could foreseeably provide services or supplies to the Reclamation District No. 799.

2. Interests in real property located in whole or in part within the boundaries of the Reclamation District No. 799, or within a two-mile radius of the Reclamation District No. 799, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interests is greater than $1,000.00.

3. Business positions, including but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years has contracted with, or in the future may contract with Reclamation District No. 799 to provide services or supplies to Reclamation District No. 799.

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1025 ESCOBAR STREET
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CONTRA COSTA COUNTY

Staff Report

File #: 26-3691 **Agenda Date:** 8/25/2026 **Agenda #:** C.31.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Conflict of Interest Code Amendment for the Contra Costa Mosquito and Vector Control District

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE amendments to the List of Designated Positions of the Contra Costa Mosquito and Vector Control District's Conflict of Interest Code.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa Mosquito and Vector Control District 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 recommended changes include the addition of five positions designated to file conflict of interest statements. These changes will ensure the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. 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; Hannah M. Shafsky, Deputy County Counsel; Daniel Pellegrini, Secretary, Board of Trustees of the Contra Costa Mosquito and Vector Control District

CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT
CONFLICT OF INTEREST CODE

EXHIBIT 'A'

Designated Positions	Required Disclosure Category
Member, Board of Trustees	1
General Manager	1
District Counsel	1
Operations Manager	1
Scientific Programs Manager	1
Human Resources & Administration Manager	1
Public Affairs Director	1
Operations Supervisor	1
Financial Administrator	2
Senior Vector Ecologist	2
Vector Ecologist	2
Public Information and Technology Officer	2
IT Systems Administrator	2
Vector Control Planner	2

Disclosure Categories:

Category 1

- Investments in businesses doing business in Contra Costa County
- Business positions
- Sources of income, including gifts, loans and travel payments
- Interests in real property in Contra Costa County

Category 2

- All disclosures included in Category 1, except "Interests in real property in Contra Costa County"

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CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT
CONFLICT OF INTEREST CODE

EXHIBIT 'A'

Designated Positions	Required Disclosure Category
Member, Board of Trustees	1
General Manager	1
District Counsel	1
Operations Manager	1
Scientific Programs Manager	1
Human Resources & Administration Manager	1
Public Affairs Director	1
Program Supervisor	1
Financial Administrator	2
Senior Vector Ecologist	2
Vector Ecologist	2
Public Information and Technology Officer	2
IT Systems Administrator	2
Vector Control Planner	2

Disclosure Categories:

Category 1

- Investments in businesses doing business in Contra Costa County
- Business positions
- Sources of income, including gifts, loans and travel payments
- Interests in real property in Contra Costa County

Category 2

- All disclosures included in Category 1, except "Interests in real property in Contra Costa County"

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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3692 **Agenda Date:** 8/25/2026 **Agenda #:** C.32.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Contract for employment investigative services

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Counsel, or designee, to execute on behalf of Contra Costa County, a contract amendment for specialized professional services with Oppenheimer Investigations Group, LLP ("OIG").

FISCAL IMPACT:
Attorney investigator services will be billed at the hourly rates between $150-$600 per hour and will be charged to the County departments that utilize the services.

BACKGROUND:
County departments require on-going legal services conducting workplace investigations. OIG has specialized expertise in the area of workplace investigations and employment law and litigation. The County entered into a contract with OIG on February 15, 2019, for attorney workplace investigations services for the County. On February 9, 2021, April 18, 2023, and March 19, 2024, the Board of Supervisors approved amendments to the contract with OIG for rate increases. This amendment reflects OIG's 2026 rates, which have increased since the last amendment.

CONSEQUENCE OF NEGATIVE ACTION:
The County will be unable to obtain the firm's investigative services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-312 **Agenda Date:** 8/25/2026 **Agenda #:** C.33.

To: **Board of Supervisors**

From: Diana Becton, District Attorney

Report Title: Human Trafficking Victim Advocacy (HA) Program Grant for the Period January 1, 2027 through December 31, 2027

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ADOPT a Resolution to approve and authorize the District Attorney, or designee, to apply for, accept, and execute a grant award agreement, including any modifications or extensions thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, in an amount not to exceed $147,000, for funding of the Human Trafficking Victim Advocacy Program for the period January 1, 2027 through December 31, 2027.

FISCAL IMPACT:
The District Attorney will receive up to $147,000 to fund human trafficking victim advocacy efforts. This funding requires a 20% match, and the department will request a full match waiver as allowed by the grantor.

BACKGROUND:
The District Attorney is seeking to apply for grant funds that will focus on identifying and assisting victims of human trafficking. If the grant is approved, the District Attorney will continue to employ victim advocates to provide critically important services to victims of sex trafficking and labor trafficking in Contra Costa County. Additionally, the advocates would work collaboratively with law enforcement, community organizations and the county human trafficking coalition to increase awareness about human trafficking and provide training and outreach to the community.

CONSEQUENCE OF NEGATIVE ACTION:
The District Attorney will be unable to apply for and accept the grant.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Human Trafficking Victim Advocacy (HA) Program Grant Award for the period January 1, 2027 through December 31, 2027.

WHEREAS, the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Human Trafficking Victim Advocacy Program to be funded in part from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof.

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3694 **Agenda Date:** 8/25/2026 **Agenda #:** C.34.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: Purchase Order and Related Software License Agreement with Axon Enterprise, 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 District Attorney, a Software License Agreement with Axon Enterprise, Inc. in an amount not to exceed $62,946 for acquisition of replacement body-worn cameras and associated cloud-based digital evidence storage services, for the period August 1, 2026 through July 31, 2031.

FISCAL IMPACT:
Approval of this request will result in up to $62,946 in expenditures over five fiscal years and will be funded 100% from the General Fund allocations to the District Attorney's Office. A total of $10,794 is budgeted in FY 2026-27, and $13,038 will be budgeted annually in FY 2027-28, FY 2028-29, FY 2029-30, and FY 2030-31.

BACKGROUND:
The District Attorney Senior Inspectors rely on body-worn cameras and associated cloud-based digital evidence storage services to support day-to-day operations. Axon Enterprise, Inc. provides reliable, industry-standard equipment and secure cloud services that enable the Department to securely store, retain, and retrieve digital evidence in compliance with County requirements.

The Department currently has 10 body-worn cameras that have reached the end of their manufacturer-supported lifecycle and require replacement. This request is to purchase 10 new body-worn cameras equipped with current technology and enhanced capabilities to replace the Department's existing equipment. Replacing the cameras will ensure that Senior Inspectors have reliable, up-to-date equipment to support their investigative responsibilities and maintain the secure collection and management of digital evidence.

The Software License Agreement includes a limitation of liability and indemnification clauses, under which the County agrees to hold Axon Enterprise, Inc., harmless from any claims arising out of the performance under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:
Without executing the Purchase Order and related Software License Agreement with Axon Enterprise, Inc., the District Attorney's Office will be unable to purchase replacement body-worn cameras to ensure that Senior Inspectors have reliable, up-to-date equipment to support their responsibilities or use the secure cloud services needed to store, retain and retrieve video files.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3695 **Agenda Date:** 8/25/2026 **Agenda #:** C.35.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: Victim Witness Grant Application for October 1, 2026 through September 30, 2027

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the District Attorney, or designee, to submit an application and execute a grant award agreement, and any extensions or amendments thereof pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services (VS) Branch, for funding of the Victim Witness Assistance Program in the amount of $1,461,065 for the period October 1, 2026 through September 30, 2027.

FISCAL IMPACT:
The District Attorney will receive $1,461,065 in revenue from Cal OES which is included in the FY25-26 budget. This funding requires a match in the amount of $253,492, and the department will request a full match waiver as allowed by the grantor.

BACKGROUND:
On June 22, 2004, the District Attorney was designated by the Board of Supervisors as the provider of comprehensive victim and witness services for the County, effective July 1, 2004. Fiscal year 2026-2027 is the 23rd year that the District Attorney is applying for funds available to support the costs of Contra Costa County's Victim Witness Assistance Program. The grant application will continue to fund staff salaries and benefits to provide services to victims and witnesses of crimes.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the District Attorney will be unable to apply for and receive the grant funding needed to continue its comprehensive victim and witness assistance services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3696 **Agenda Date:** 8/25/2026 **Agenda #:** C.36.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Mount Diablo Unified School District

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Family and Children's Trust Committee to execute an interagency agreement with Mount Diablo Unified School District in an amount not to exceed $100,000 for the Crossroads High School Project serving pregnant and parenting youth for the period July 1, 2026, through June 30, 2027.

FISCAL IMPACT:

80% Federal Community Based Child Abuse Prevention funds; 20% Ann Adler Children and Family Trust Donations, all of which is budgeted in FY 26/27.

BACKGROUND:

On April 6, 1985, the Board of Supervisors created the Family and Children's Trust (FACT) Committee to make funding recommendations on Child Abuse Prevention, Investigation, and Treatment funds (AB 1733), Birth Certificate funds (AB 2994) and Children's Trust Fund. Later, the Board directed the FACT Committee to make funding recommendations on Child Care Affordability funds and Community-Based Child Abuse Prevention (CBCAP) funds. Funds are for the prevention/amelioration of child abuse and neglect and the promotion of positive family functioning.

On May 12, 2026, the Board approved Consent Item C.24., authorizing the Employment and Human Services Director, or designee, to negotiate and execute six FACT contracts for a combined total amount not to exceed $600,000, to provide child abuse prevention and intervention services, for the period July 1, 2026, through June 30, 2027. This contract is one of the six contracts and includes mutual indemnification language which requires Board authorization.

Mount Diablo Unified School District was selected through the competitive bid process, Request for Proposal 1216 for the FY25-26 contract and authorized by the Board of Supervisors on August 12, 2025 (C.21). This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

The project will serve pregnant and parenting youth and their children through a culturally and linguistically

appropriate approach to inspire academic achievement, intellectual development, and self-sufficiency. Collaboration between the school-based comprehensive program, County, and community agencies allows the Project to create comprehensive strategies to improve, not only the future of the parent-student, but the future of their children. The Project will focus on literacy, intervention, healthy lifestyles, mental health support, and college pathways with a goal to ensure positive parenting and self-reliance to break the cycles of poverty, abuse and violence.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed item not be approved by the Board of Supervisors, services cannot be provided to support the FACT Committee, Crossroads High School Project which supports pregnant and parenting youth in the Mount Diablo Unified School District. Non-approval would thereby eliminate program support by FACT dollars, which in turn puts federal CBCAP funding at risk for future allocation.

CHILDREN'S IMPACT STATEMENT:

This agreement will support three of the five community outcomes established in the Children's Report Card: 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by providing education and building self-esteem for pregnant and parenting youth and their families.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3697 **Agenda Date:** 8/25/2026 **Agenda #:** C.37.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Child Abuse Prevention Council of Contra Costa County

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Child Abuse Prevention Council of Contra Costa County in an amount not to exceed $100,000 to provide the Nurturing Parenting Program to families and children and to provide 82 gift cards with a total value of $8,200 for the period July 1, 2026, through June 30, 2027.

FISCAL IMPACT:

70% State, 30% County; all of which is budgeted in FY 26-27.

BACKGROUND:

In June 2025, Child Abuse Prevention Council of Contra Costa County (CAPC) was awarded a Contract resulting from Request for Proposal 1216 to deliver services through the Family and Children's Trust. CAPC will operate The Nurturing Parenting Program offering a culturally and linguistically appropriate, trauma-and evidence-informed parent education program which focuses on the Protective Factor's Framework in order to prevent adverse childhood experiences.

The initial contract was authorized by the Board on June 10, 2025 (C.44). On May 12, 2026 (C.24), the Board authorized the execution of this contract renewal. This contract provides stipends in the form of Target gift cards which require Board approval per Administrative Bulletin 615. These incentives are intended to support participation from families who complete a 15-18 week parenting educational session.

This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, County will be unable to provide valuable services to provide parenting education and early intervention services through CAPC.

CHILDREN'S IMPACT STATEMENT:

This Contract 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".

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3698 **Agenda Date:** 8/25/2026 **Agenda #:** C.38.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Revenue Agreement with California Health Advocates - Senior Medicare Patrol Program

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a revenue agreement with the California Health Advocates (also known as The California Health Insurance Counseling & Advocacy Program Association) for its California Senior Medicare Patrol to support the Senior Medicare Patrol Volunteer Liaison and ACCEPT funding in an amount not to exceed $10,000 for the period June 1, 2026, through May 31, 2027.

FISCAL IMPACT:

100% Federal funding, all of which is budgeted in FY 26/27.

BACKGROUND:

The Area Agency on Aging, a division in the Employment and Human Services Department, provides services to residents 60 years and older, adults with disabilities, and family caregivers in Contra Costa County to support their ability to live independently in the community for as long as possible. The AAA fulfills this goal by delivering a variety of services, including the Health Insurance Counseling and Advocacy Program (HICAP).

On January 13, 2026, the Board of Supervisors approved Consent Item C.25 authorizing a revenue agreement with California Health Advocates to support the Senior Medicare Patrol Volunteer Liaison.

This action seeks to continue the support of the Senior Medicare Patrol Volunteer Liaison in providing outreach and education to prevent Medicare fraud and abuse via activities such as data collecting, monitoring and reporting customer's inquiries, volunteer recruitment, training and support, and community education.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, Medicare fraud liaison activities will not be supported through HICAP and the County will not be able to increase this much needed service for older adults, persons with disabilities, and family caregivers in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This agreement supports the fourth community outcome of Contra Costa County's Children's Report Card: (4) "Families that are Safe, Stable and Nurturing."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3699 **Agenda Date:** 8/25/2026 **Agenda #:** C.39.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Adult Protective Services Internship Program with California State University East Bay

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial agreement with Trustees of the California State University on behalf of California State University, East Bay, to provide student internship placement(s) for practical social work field experience to eligible students and Employment and Human Services Department Social Workers staff for the period July 1, 2026, through June 30, 2028.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Employment and Human Services Division, Adult Protective Services (APS), provides critical intervention and support to vulnerable and dependent adults experiencing abuse, neglect, or exploitation. To enhance services and support workforce development, APS seeks to partner with California State University, East Bay, to provide supervised field placement opportunities to students enrolled in relevant academic programs (social work, human development, psychology). Field placements are a required component of many undergraduate and graduate programs and provide students with hands-on experience in the public service settings.

This agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, APS will be unable to establish a formal internship with the California State University, East Bay. This will reduce the department's ability to expand services capacity though supervised student involvement and restrict students' access to valuable field experience in their community.

CHILDREN'S IMPACT STATEMENT:

This agreement supports the following community outcomes established in the Children's Report Card: (4) "Families that are Safe, Stable and Nurturing;" and (5) "Communities that are Safe and Provide a High Quality of Life."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3700 **Agenda Date:** 8/25/2026 **Agenda #:** C.40.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: California State University East Bay Social Work Internship

☒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 agreement with the Trustees of the California State University on behalf of California State University, East Bay, for student internship placement(s) for social work field experience in the County for the period August 15, 2026, through August 14, 2031.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

California State University, East Bay (CSUEB) provides nursing, health services, paraprofessional training, and degree programs in the field of social work and desires its students to obtain practical experience at agency facilities to acquire professional field experience. Employment and Human Services (EHSD) would like to continue to participate in CSUEB's student internship placement program in the field of social work. With Board of Supervisors' approval of this Agreement, EHSD can provide students with practical experience in their chosen field of social work and contribute to the learning experience.

This Agreement contains mutual indemnification and insurance language, which has been reviewed and approved by County's Risk Management Department.

This is a new agreement with CSUEB and secured in alignment with County procurement requirements outlined in Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:

EHSD would not be able to help develop, provide field experience, and promote County employment to future County social workers.

CHILDREN'S IMPACT STATEMENT:

This agreement supports one of the five of Contra Costa County's community outcomes of the Children's Report Card: (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by supporting the higher education of prospective Social Workers that can contribute social work in the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3701 **Agenda Date:** 8/25/2026 **Agenda #:** C.41.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Trio Community Meals, LLC

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Trio Community Meals, LLC, in an amount not to exceed $3,095,735 to provide Older Americans Act Title III-C Senior Nutrition Program meal services to eligible seniors for the period July 1, 2026, through June 30, 2027.

FISCAL IMPACT:

84% Federal (Older Americans Act and California Department of Aging), 16% State; all of which is budgeted in FY 26/27.

BACKGROUND:

Trio Community Meals, LLC produces meals that are provided to older adults who are participants in the Employment and Human Services Aging & Adult Services home-delivered and congregate meals programs.

On September 9, 2025, the Board approved item C.43. authorizing a contract renewal with Trio Community Meals, LLC, in an amount not to exceed $4,990,821 for the Older Americans Act (OAA)Title III-C Senior Nutrition Program for the period July 1, 2025, through June 30, 2026. This contract included funding from federal, state, and county funding.

This renewal ensures the continued provision of nutrition services to eligible older adults without service interruption. The contract reflects the continuation of federal and state funding only, as county-level funding sources will be placed under a separate, standalone contract to allow for clearer administrative and fiscal tracking.

This action seeks a contract renewal with Trio Community Meals, LLC to provide Older Americans Act Title III-C Senior Nutrition Program meal services to eligible seniors for the period July 1, 2026, through June 30, 2027.

CHILDREN'S IMPACT STATEMENT:

This contract supports one of the community outcomes established in the Children's Report Card: (4) "Families that are Safe, Stable and Nurturing."

CONSEQUENCE OF NEGATIVE ACTION:
Should the proposed action not be approved by the Board of Supervisors, continuity of nutrition services funded under OAA and Modernizing the Older Californians Act may be disrupted following the end of the current contract term.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3653 **Agenda Date:** 8/25/2026 **Agenda #:** C.42.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Response to Civil Grand Jury Report No. 2607, entitled "Ambulance Patient Offload Delays: Time is of the Essence"

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
ACCEPT the report prepared by the Health Services Department as the Board of Supervisors' response to Contra Costa Civil Grand Jury Report No. 2607, entitled "Ambulance Patient Offload Delays: Time is of the Essence", and DIRECT the Clerk of the Board to transmit the Board's response to the Superior Court.

FISCAL IMPACT:
Staff time from the Health Services Department and the County Administrator's Office in preparing the response for Board of Supervisors' consideration.

BACKGROUND:
Civil Grand Jury Report No. 2607, entitled "Ambulance Patient Offload Delays: Time is of the Essence" was issued by the 2025-2026 Contra Costa County Civil Grand Jury and filed with the Superior Court on May 28, 2026.

The Contra Costa Civil Grand Jury Report was formally received by the Board of Supervisors on June 23, 2026 and referred to the Health Services Department and County Administrator'a Officw to provide a response report that clearly specifies:

1. Whether there is agreement, partial disagreement, or complete disagreement with each finding, and detailed responses to those with partial or complete disagreement responses.

2. Whether recommendations have been, will be, or will not be implemented, as well as whether recommendations require further analysis, and an explanation for such responses.

Attached are the proposed responses to the findings and recommendations requested of the Board of Supervisors.

Also attached, for informational purposes, is the draft response to the Civil Grand Jury's findings and

recommendations included in the same report (2607) and directed to the Contra Costa County Fire Protection District (CCCFPD) Board of Directors. No Board action at this time is needed for the CCCFPD response report, since it is included in today's Fire District's agenda scheduled for later this afternoon. This Board, when acting in its capacity as the governing body of the CCCFPD, will formally take action on the CCCFPD response at the Fire Board meeting.

CONSEQUENCE OF NEGATIVE ACTION:
In order to comply with statutory requirements, the Board of Supervisors must provide a response to the Superior Court within ninety days of submission of the report.

Contra Costa County Response to Civil Grand Jury Report No. 2607, entitled "Ambulance Patient Offload Delays: Time Is of the Essence"

Findings

F1. Ambulance Patient Offload Time (APOT) is the time it takes from ambulance arrival at a hospital until the patient is accepted by the emergency department.

Response: *The respondent agrees with the finding.*

F2. An Ambulance Patient Offload Delay (APOD) occurs when the time taken for an ambulance patient offload transfer to a hospital emergency department exceeds the required standard.

Response: *The respondent agrees with the finding. The required standard is contained within LEMSA Policy #4010.*

F3. California Health & Safety Code Section 1797.120.5 (b)(1) mandates that every Local Emergency Medical Services Agency (LEMSA) develop an APOT standard of not to exceed 30 minutes 90% of the time, measured monthly.

Response: *The respondent agrees with the finding.*

F4. The County LEMSA has adopted an APOT standard not to exceed 20 minutes 90% of the time, measured monthly.

Response: *The respondent agrees with the finding.*

F5. The County LEMSA Quarterly reports demonstrate that APODs in Contra Costa County have been occurring since at least 2020.

Response: *The respondent agrees with the finding.*

F6. The County LEMSA does not have the authority to enforce compliance with its APOT standard.

Response: *The respondent agrees with the finding.*

F7. County Emergency Medical Services (EMS) Standard Policy 4010 requires that ambulance personnel provide continuity of care to patients until they are accepted into the emergency department.

Response: *The respondent agrees with the finding.*

F10. Emergency department usage at Contra Costa Regional Medical Center (CCRMC) has increased 15% from 2021 through 2024.

Response: *The respondent agrees with the finding.*

F11. CCRMC's average monthly APOTs have consistently exceeded the County LEMSA standard of not to exceed 20 minutes 90% of the time since January 2020.

Response: *The respondent agrees with the finding.*

F12. Contra Costa County Psychiatric Emergency Services (PES) has the highest APODs in the County, with monthly 90th percentile averages exceeding one hour for each year from 2020 to 2025

Response: *The respondent agrees with the finding.*

F13. PES does not have a prescreening area to triage patients who might not need a complete behavioral assessment.

Response: *The respondent agrees with the finding.*

F14. PES has physical limitations that only allow one patient at a time to be given an intake assessment.

Response: *The respondent agrees with the finding.*

F15. PES currently has unbudgeted architectural plans for expansion.

Response: *The respondent agrees with the finding.*

F16. PES expansion would reduce the frequency and duration of APODs by providing additional screening and intake space.

Response: *The respondent agrees with the finding.*

F17. The County EMS system is being used by low-acuity patients.

Response: *The respondent agrees with the finding.*

F18. Low acuity usage of the County emergency medical services system increases the risk of APODs.

Response: *The respondent agrees with the finding.*

F19. Redirecting people who do not require emergency medical services to appropriate alternative care reduces the risk of APODs.

Response: *The respondent partially agrees with the finding. Redirecting individuals who can be appropriately and safely treated in alternative care settings may help reduce demand on emergency departments (EDs) and, under certain circumstances, may reduce the risk of APODs. However, the relationship between ED volume and APODs is complex, and a reduction in volume does not necessarily result in a corresponding reduction in APODs. APODs are influenced by multiple factors, including the volume and acuity of patients presenting to the ED, the availability of ED staffing and treatment capacity, inpatient bed availability, patient flow and throughput, and the ability of the ED to receive and process arriving patients. Accordingly, the finding should not be interpreted to mean that redirecting individuals who do not require emergency medical services will, by itself, reduce APODs.*

F20. County emergency medical and behavioral health responders use an ambulance with life support equipment to transport persons having a behavioral crisis and/or who are on a 5150 hold to PES when law enforcement does not do so.

Response: *The respondent agrees with the finding.*

F21. The County does not have a sobering center.

Response: *The respondent agrees with the finding.*

F22. The County has plans and funding to build the Los Medanos Recovery Center.

Response: The re*spondent agrees with the finding.*

F23. The Board of Supervisors has a goal to reduce emergency department usage by building the Los Medanos Recovery Center.

Response: *The respondent agrees with the finding.*

F25. The County's "Right Care, Right Way" initiative is designed to reduce low-acuity patient usage of ambulances and emergency departments by giving the public information about appropriate non-emergency alternatives.

Response: *The respondent agrees with the finding.*

F26. CCRMC uses a dedicated nurse to triage patients arriving by ambulance with a goal of improving APOTs.

Response: *The respondent agrees with the finding.*

F27. CCRMC's APOT Reduction Protocol, implemented on September 1, 2024, does not cite the County LEMSA APOT standard not to exceed 20 minutes 90% of the time.

Response: *The respondent agrees with the finding. The County's LEMSA APOT standard is now contained in the 2026 CCRMC APOT Reduction Protocol.*

F28. CCRMC's APOT Reduction Protocol does not provide specific criteria for activation of the protocol, as required by California Code of Regulations, Title 22, Division 9, Chapter 1.2, Section 100002.03.

Response: *The respondent agrees with this finding. The 2026 CCRMC APOT Reduction Protocol now contains specific criteria for activation of the protocol.*

F29. The County LEMSA has not notified the hospitals in the County that their APOT Reduction Protocols do not cite the applicable County LEMSA standard.

Response: *The respondent agrees with the finding. Per State statute (California Health and Safety Code, Section 1797.120.6) CCCEMSA is not party to and has no authority to review, evaluate, critique, and/or approve any general acute care hospitals' APOT Reduction Protocol.*

F30. As of March 2026, the County LEMSA has a current balance of $1,062,715 from fire district fines assessed when ambulance response times exceeded contracted times.

Response: *The respondent partially agrees with this finding. While the balance of $1,062,715 was reflected in the identified accounts as of March 2026, the finding inaccurately characterizes these funds as a reserve consisting of fire district fines. The reported balance represented the year-to-date activity recorded in accounts used to track fines and fees, including but not limited to fire district ambulance response time penalties, during FY 2025-26. These revenues were budgeted and used to support LEMSA operations during the fiscal year and did not constitute an accumulated reserve or uncommitted fund balance.*

F31. The Board of Supervisors (Board) does not have the County LEMSA's quarterly APOT reports as a standing agenda Board item.

Response: *The respondent agrees with the finding.*

Recommendations

R1. By April 1, 2027, the Board should consider retaining a consultant to evaluate CCRMC's emergency department throughput and to make recommendations on how to reduce or eliminate APODs.

Response: *The recommendation will be partially implemented. CCRMC currently has an improvement workgroup to address a number of projects, including evaluating the emergency department throughput and capacity management – both of which are drivers of APODs. Given the significant number of concurrent improvement initiatives required to address the financial and operational challenges facing the community hospital system as a result of federal and state budget reductions, CCRMC will prioritize internal performance improvement resources based on the highest-risk and highest-impact operational needs. Accordingly, CCRMC cannot commit at this time to retaining an outside consultant by April 1, 2027, but will evaluate the need for external expertise as the internal improvement work progresses and will pursue additional resources if warranted.*

R2. By April 1, 2027, the Board should consider using the County LEMSA's ambulance exceedance fine collections for the cost of an emergency department throughput consultant.

Response: *The recommendation at this time will not be implemented. Currently, fines are dedicated to supporting LEMSA operations. The recommendation shall remain under evaluation.*

R3. By April 1, 2027, the Board should consider directing the County LEMSA to assess whether any current County LEMSA regulations and policies limit EMS personnel's ability to redirect low-acuity patients to appropriate levels of care.

Response: *The recommendation has been implemented. The County LEMSA continually evaluates its policies and practices to improve EMS system flexibility, resiliency, and sustainability. While California statute and regulation limit the ability of paramedics to transport patients to destinations other than general acute care hospitals, the LEMSA is developing a Triage to Alternate Destination (TAD) program that would allow eligible patients to be transported directly to designated sobering centers and Crisis Stabilization Units.*

The LEMSA has also implemented local strategies to appropriately manage lower-acuity patients, including tiered BLS/ALS ambulance deployment, 911 Nurse Navigation to divert eligible low-acuity calls from the EMS emergency response system, and support for transport agency processes that expedite transfer of care from ambulance to facility and allows appropriate ambulatory, non-altered patients to transition directly to ED waiting areas.

These efforts demonstrate that the LEMSA is actively assessing and implementing opportunities to direct patients to the most appropriate level of care within existing statutory and regulatory requirements.

R4. By April 1, 2027, the Board should direct the County A3 Program to consider using non-ambulance vehicles to transport persons in a behavioral crisis and/or who are on a 5150 hold and not having a medical emergency, as recommended in the Fitch & Associates Report, titled EMS System Assessment Summary Briefing Report.

Response: *The recommendation will be implemented. The County A3 Programs is in the process of evaluating options for the non-EMS transport persons in a behavioral health crisis and/or who are on a 5150 hold and not experiencing a concurrent medical emergency. A final recommendation following this evaluation will be completed by April 1, 2027.*

R5. By April 1, 2027, the Board should consider exploring sources of funding for construction of the proposed PES expansion.

Response: *The recommendation has been implemented. CCRMC continuously evaluates potential funding opportunities for the proposed PES expansion. Current fiscal constraints and reductions in state and federal funding may limit the availability of feasible funding options; however, CCRMC will continue to assess opportunities as they become available.*

R7. By April 1, 2027, the Board should consider using the County LEMSA's ambulance response exceedance fines to expand the County's "Right Care, Right Way" initiative countywide to reduce unnecessary emergency department usage.

Response: *The recommendation at this time will not be implemented. Currently, fines are dedicated to supporting LEMSA operations. The recommendation shall remain under evaluation. Future funding allocation adjustments will be reviewed against financial data and system needs.*

R8. By April 1, 2027, the Board should consider requiring CCRMC to update its APOT Reduction Protocol to meet the requirements of California Code of Regulations, Title 22, Division 9, Chapter 1.2, Section 100002.03.

Response: *The recommendation has been implemented. The 2026 version of CCRMC's APOT Reduction Protocol was approved and finalized on June 30, 2026.*

R9. By April 1, 2027, the Board should consider requiring the County LEMSA to notify CCRMC that its APOT Reduction Protocol does not cite the applicable LEMSA APOT standard of not to exceed 20 minutes 90% of the time.

Response: *This recommendation will not be implemented. Per State statute (California Health and Safety Code, Section 1797.120.6) CCCEMSA is not party to and has no authority to*

review, evaluate, critique, and/or approve any general acute care hospitals' APOT Reduction Protocol.

R10. By April 1, 2027, the Board should consider requiring the County LEMSA to notify any hospital in the County when its APOT Reduction Protocol cites a standard longer than the County LEMSA standard.

Response: *This recommendation will not be implemented. Per State statute (California Health and Safety Code, Section 1797.120.6) CCCEMSA is not party to and has no authority to review, evaluate, critique, and/or approve any general acute care hospitals' APOT Reduction Protocol.*

R11. By April 1, 2027, the Board should consider requiring the County LEMSA to provide the Board with its quarterly reporting on the status of APOTs in the County.

Response: *The recommendation will be implemented. By April 1, 2027, the County LEMSA will present this recommendation to the Emergency Medical Care Committee, which serves in an advisory capacity to the Board of Supervisors on emergency medical services matters, for consideration and development of a recommended approach to reporting the status of Ambulance Patient Offload Times (APOTs) to the Board. The recommendation of the Emergency Medical Care Committee will inform the County's approach to providing regular APOT reporting to the Board.*

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

DRAFT

August 28, 2026

Foreperson, Grand Jury
c/o Contra Costa Superior Court
725 Court Street
Martinez, CA 94553-0091

RE: **Response to 2025–2026 Contra Costa County Civil Grand Jury**
Report No. 2607 — Ambulance Patient Offload Delays: Time Is of the Essence
Submitted pursuant to California Penal Code §§ 933(c) and 933.05

This response is submitted on behalf of the Contra Costa County Fire Protection District (CCCFPD, or the District) in response to Grand Jury Report No. 2607 and has been authorized by the Board of Directors of the Fire District. Pursuant to California Penal Code § 933.05, the District addresses each Finding and Recommendation specifically assigned to it: Findings F8, F9, and F24, and Recommendation R6.

The District appreciates the Grand Jury's thorough examination of ambulance patient offload delays and shares its commitment to a responsive, effective emergency medical services system for the residents of Contra Costa County.

Responses to Findings

Finding F8

"APODs prevent EMS personnel from responding to other emergencies in the County."

Response: The District agrees with the finding.

Explanation

The District agrees that prolonged Ambulance Patient Offload Times (APOT) can reduce ambulance availability and contribute to system strain, because ambulances and crews held at a hospital with a patient are unable to respond to other emergencies during that period.

The District notes for context that APOD is a complex, system-wide issue influenced by multiple factors beyond ambulance operations, including emergency department crowding, inpatient bed availability, behavioral health placement delays, discharge barriers, and overall hospital throughput. Accordingly, both the causes of APOD and the solutions to reduce it extend beyond EMS providers and require continued collaboration among hospitals, EMS providers, County agencies, and other healthcare system partners.

To help maintain emergency response capability during periods of reduced ambulance availability, the Contra Costa Fire District ambulance transport system employs a variety of

mitigation strategies, including dynamic deployment, system status management, mutual aid resources, BLS ambulance deployment, and alternative care programs such as Nurse Navigation.

Recognizing the impact of APOD and the growing demand for EMS services, the District has significantly expanded ambulance resources since 2021, adding approximately 18 ambulances per day and more than 200 unit-hours of ambulance coverage daily. These additional resources have helped offset the operational impacts of APOT and other system demands. Without these investments, ambulance response times are expected to increase, potentially affecting the timeliness of patient care.

Finding F9

"Con Fire's ambulance transports have increased 14% from 2021 to 2025."

Response: The District agrees with the finding.

Explanation

The reported increase is consistent with the District's transport volumes for the period. The increase reflects increasing utilization and transport volume within the County and does not, by itself, indicate any deterioration in system performance or operational effectiveness. The District views this trend in the broader context of EMS utilization patterns and ongoing system performance monitoring, noting that transport and 911 call volumes do not always increase at the same rate.

While ambulance transports increased 14% between 2021 and 2025, the District proactively expanded system capacity by increasing ambulance unit hours by 31% and increasing the number of ambulances deployed by 33% during the same period. These investments were made to address increasing EMS demand, maintain response performance, and mitigate the operational impacts of prolonged APOD. The District continues to monitor system utilization and adjust deployment and staffing as needed to meet community demand.

Finding F24

"The Contra Costa County Fire Protection District's Nurse Navigation Program can divert low-acuity patients from the emergency medical system by redirecting them to appropriate non-emergency care."

Response: The District agrees with the finding.

Explanation

The District agrees that its Nurse Navigation Program provides an alternative pathway for redirecting selected low-acuity patients to appropriate healthcare resources. Data through June 2026 confirms that the program has successfully redirected 35% of eligible patients to alternative care pathways.

The District provides the following context for the scope of this capability. The program serves a limited population defined by established clinical eligibility criteria and remains under ongoing

evaluation and refinement. Eligibility is intentionally limited to specific low-risk patient populations and excludes many patients who commonly use EMS services, including pediatric patients, non-ambulatory patients, patients with altered mental status, and patients who cannot be safely assessed through the Nurse Navigation process. The District supports the continued use and quality-improvement review of Nurse Navigation as an additional patient care option.

Response to Recommendations

Recommendation R6

"By April 1, 2027, the Contra Costa County Fire Protection District should consider expanding the use of its Nurse Navigation Programs to divert low-acuity callers from 911 ambulance responses when clinically appropriate."

Response: The recommendation requires further analysis.

Explanation

The District supports the continued evaluation and refinement of Nurse Navigation and other alternative response models and is actively exploring opportunities for thoughtful expansion of the program. Nurse Navigation launched within the Contra Costa Fire Protection District service area in June 2025, and continues to undergo active quality improvement review. By the response deadline, the District will have only twelve to eighteen months of operational data, providing an important foundation for evaluating program performance while recognizing that additional experience will further inform future expansion decisions.

Consistent with the District's continuous quality improvement approach, Nurse Navigation eligibility criteria are routinely evaluated and refined based on operational performance, patient safety, and clinical outcomes. The District's first-year experience demonstrates that expanding eligibility criteria does not necessarily improve program efficiency. Rather, expansion increased the number of eligible calls while yielding a similar proportion of patients successfully navigated. For some call determinants, expansion increased program volume but also increased the proportion of patients who ultimately required BLS or ALS ambulance transport, resulting in the need for further review and refinement of the program's eligibility criteria. This ongoing evaluation ensures that any future expansion is evidence-based, clinically appropriate, and focused on maintaining patient safety.

For these reasons, any decision to expand the program should be guided by demonstrated outcomes rather than expansion for its own sake.

Scope and Parameters of the Analysis

The District will evaluate potential expansion of Nurse Navigation using the following criteria:

- Clinical outcomes for patients diverted from 911-ambulance response.
- Patient safety, including the adequacy of eligibility criteria and exclusion thresholds.

- Resource requirements and operational performance.
- Impact on emergency department utilization and Ambulance Patient Offload Time (APOT).

Timeframe

The District will complete this analysis and be prepared to present its conclusions for discussion no later than November 21, 2026, within six months of the publication of Report No. 2607. This analysis will inform any future expansion decisions well in advance of the April 1, 2027, timeframe contemplated by the recommendation.

The District recognizes that Nurse Navigation is one component of a broader strategy to improve EMS system efficiency and reduce unnecessary ambulance utilization. Expansion of Nurse Navigation should be considered alongside other initiatives, including A3 responses, healthcare literacy and community education efforts, and emerging alternative response models demonstrating success in other California EMS systems. In addition, continued evaluation of County policies, including patient destination practices and alternative care pathways, may further improve ambulance availability and overall system performance.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3654 **Agenda Date:** 8/25/2026 **Agenda #:** C.43.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Master Contract Amendment #78-072-1 with the County of Alameda

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Master Contract Amendment #78-072-1 (County of Alameda Procurement #29896; Master Contract #900386) with the County of Alameda, a government agency, to pay Contra Costa County an amount not to exceed $3,065,146 for Contra Costa County's HIV/STI Program's provision of HIV support services for low-income residents diagnosed with HIV disease, returning to care and/or transferring to Contra Costa County for the period March 1, 2026 through February 29, 2028.

FISCAL IMPACT:
Approval of this Master Contract Amendment will result in an amount up to $3,065,146 in funding over a two-year period from the County of Alameda, as the Grantee of federal funds under the Ryan White CARE Act/Ryan White HIV/AIDS Program (RWHAP)/Ending the HIV Epidemic (EHE) Initiative. No County match is required.

BACKGROUND:
The Contra Costa County HIV/STI Program receives Ryan White CARE Act/RWHAP/EHE funding from County of Alameda to deliver core medical and support services for County residents living with HIV. These services include medical case management, early intervention services, linkage to care, rapid antiretroviral therapy (ART), medical nutrition therapy, medical transportation, oral health services, and food assistance. EHE supports efforts to improve access to care and health outcomes for individuals newly diagnosed with HIV, returning to care, transferring into Contra Costa County, or not virally suppressed. Program goals include initiating rapid ART for 80% of successfully engaged individuals, enrolling 95% of referred clients into medical case management, and achieving viral suppression within 60 days for 65% of individuals starting ART.

The ongoing Ryan White CARE Act/RWHAP/EHE funding agreement supports approximately 400 clients and allows the County to continue providing essential core and support services, including medical case management, oral health, medical nutrition therapy, medical transportation, and home-delivered meals/food boxes.

On June 24, 2025 the Board of Supervisors approved Master Contract #78-072 with the County of Alameda, allowing County to receive funding for County's HIV/STI Program through February 28, 2025, and for successive one-year periods thereafter until terminated. This Contract includes the County agreeing to defend,

indemnify, and hold harmless the County of Alameda for claims arising out of the performance of services under the Agreement except where such liabilities are caused by the sole negligence or willful misconduct of the County of Alameda. The terms of the Master Contract #78-072, including the indemnification provision, are incorporated into Master Contract Amendment #78-072-1.

Master Contract Amendment #78-072-1 identifies the Master Contract as Master Contract #900386; however, the correct Master Contract number is Master Contract #78-072 referenced above. The County of Alameda was unable to locate Master Contract #900386, which prompted the parties to execute the updated Master Contract #78-072 that is currently in effect. County of Alameda indicated that the Master Contract number references could not be updated in this Master Contract Amendment #78-072-1 because of the manner in which the contract was set up in their financial system.

Approval of Master Contract Amendment #78-072-1 will allow the County to receive funding in an amount up to $3,065,146 to continue providing support and services for County residents diagnosed with HIV disease, returning to care and/or transferring to Contra Costa County for the period March 1, 2026 through February 29, 2028. This Amendment is late due to County not receiving the amendment documents from County of Alameda until May 13, 2026 and subsequent language negotiations between Contra Costa County and County of Alameda.

CONSEQUENCE OF NEGATIVE ACTION:
If this Master Contract Amendment is not approved, County will not receive funding to provide support and services for County residents diagnosed with HIV disease.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3655 **Agenda Date:** 8/25/2026 **Agenda #:** C.44.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-745 with Core Mobile Networks, Inc. (dba Core Mobile, 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 #74-745 with Core Mobile Networks, Inc. (dba Core Mobile, Inc.), a corporation, in an amount not to exceed $410,000, to provide a behavioral healthcare regulatory data management platform for Contra Costa Behavioral Health (CCBH), for the period of August 25, 2026 through August 24, 2029.

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $410,000 over a 3-year period and will be funded 100% by Proposition 30.

BACKGROUND:
This Contract meets the needs of the County by providing a behavioral healthcare regulatory data management platform to aid CCBH in fulfilling its obligations under the Community Assistance, Recovery and Empowerment (CARE) Act to streamline data collection on CARE participants and County clients to help ensure data accuracy, completeness, and timely reporting submission to the Department of Health Care Services (DHCS). The CARE Act creates a new pathway to deliver mental health and substance use disorder services to the most severely impaired Californians who too often suffer from homelessness or incarceration without treatment. The CARE Act moves care and support upstream, providing the most vulnerable Californians with access to critical behavioral health services, housing, and support. This platform provides data collection, integration, and reporting while ensuring compliance with CARE Act mandates by leveraging advanced Artificial Intelligence, predictive analytics, and seamless integration with the County's electronic health records system.

This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. CCBH'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. A summary of service contract deliverables, including measurable outcomes required of the Contractor to be monitored by the department in compliance with Section III (B)(7) of the Purchasing Policy include implementation, deployment and ongoing technical support for County's use under the license grant, and access to maintenance and support. Following a Request for Proposal (RFP) this Contract was awarded to Core Mobile Networks, Inc. (dba Core Mobile, Inc.) on May 13, 2025 in compliance with Administrative Bulletin 600.3 solicitation requirements.

Approval of Contract #74-745 Core Mobile, Inc. will allow the Contractor to provide its hosted behavioral healthcare regulatory data management software platform to CCBH through August 24, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, CCHB will not gain access to this behavioral health data management platform, causing potential non-compliance with regulatory agencies which may negatively affect Contra Costa Health funding, operations and ultimately patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3656 **Agenda Date:** 8/25/2026 **Agenda #:** C.45.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #27-854-15 with Advent Advisory Group LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-854-15 with Advent Advisory Group LLC, a limited liability company, in an amount not to exceed $72,000, to provide audit and performance measure services for the Contra Costa Health Plan (CCHP) to comply with the Department of Managed Health Care (DMHC) regulatory requirements, for the period October 1, 2026 through September 30, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $72,000 and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized medical health care services for its members under the terms of their Individual and Group Health Plan membership Contracts with the County. This Contractor provides auditing services for CCHP with regard to the required Healthcare Effectiveness Data and Information Set (HEDIS) measures, and DMHC timely access compliance report validation. This Contractor has been providing these services and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since October 1, 2011. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. This Contract was approved by the Public Works Department's Purchasing Division on July 30, 2026.

In October 2023, the Purchasing Services Manager approved and executed Contract #27-854-14 with Advent Advisory Group LLC, in an amount not to exceed $114,000, for the provision of Audit Services for CCHP, for the period October 1, 2023 through September 30, 2026.

Approval of Contract #27-854-15 will allow Contractor to continue to provide audit and performance measure services for CCHP through September 30, 2027. This Contract includes a limitation of liability provision limiting the Contractor's liability to County in an amount not to exceed the fees paid by County under the Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, CCHP will not be compliant with HEDIS measures and DMHC regulatory requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3657 **Agenda Date:** 8/25/2026 **Agenda #:** C.46.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Payment for Services Provided by ECG Management Consultants, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay $36,432 to ECG Management Consultants, LLC, a limited liability company, for providing management consulting services for enhancements to the Appointment Unit at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the months of May and June 2026, as recommended by the Health Services Director.

FISCAL IMPACT:
Approval of this payment will result in a one-time expenditure of up to $36,432 and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
This Contractor has provided consultation and technical assistance with regard to best practices for clinical operations ambulatory clinics, Appointment Unit, materials management, benefits, productivity levels and performance for physicians at CCRMC and Contra Costa Health Centers, since June 15, 2019.

On March 19, 2024, the Board of Supervisors approved Contract #76-658-10 with ECG Management Consultants, LLC, in an amount of $275,000, for the provision of consultation and technical assistance with regard to reviewing compensation, benefits, productivity levels and performance for physicians at CCRMC and Contra Costa Health Centers, for the period June 15, 2024 through June 14, 2027.

On October 22, 2024, the Board of Supervisors approved Contract Amendment #76-658-11 with ECG Management Consultants, LLC, effective October 1, 2024, to increase the payment limit by $133,500, to a new payment limit of $408,500, for additional consultation and technical assistance services with no change in the term.

On June 24, 2025, the Board of Supervisors approved Contract Amendment #76-658-12 with ECG Management Consultants, LLC, effective March 1, 2025, to increase the payment limit by $792,000, to a new payment limit of $1,200,500, for additional consultation and technical assistance services with no change in the term.

On August 11, 2026, the Board of Supervisors ratified the issuance of a 30-day advance written notice to ECG Management Consultants, LLC, to terminate Contract #76-658-10 (as amended by Contract Amendments #76-

658-11 and #76-658-12), for the provision of management consulting services for enhancements to the Appointment Unit at Contra Costa Regional Medical Center and Contra Costa Health Centers, effective at close of business on August 31, 2026.

The Department received invoices for additional management consulting services for enhancements to the Appointment Unit at CCRMC and Contra Costa Health Centers provided in May and June of 2026 which exceeded the Contract payment limit of $1,200,500 by $36,432. In order to meet the unexpected increase in management consulting services, additional services were requested by County and provided by Contractor in good faith.

The Contractor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a Contractor has been asked to provide services without a valid contract, and the Contractor does so to the benefit of the County, the Contractor is entitled to recover the reasonable value of those services. The Contractor has provided services at the request of the County after the original Contract payment limit had been reached. The Department cannot pay Contractor for services rendered that exceed the Contract limits. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed $36,432 to ECG Management Consultants, LLC.

CONSEQUENCE OF NEGATIVE ACTION:
If this payment is not approved, the Contractor will not be paid for services requested by County staff and provided by Contractor in good faith.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3658 **Agenda Date:** 8/25/2026 **Agenda #:** C.47.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with First Databank, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with First Databank, Inc. (FDB) in an amount not to exceed $211,602 for the license of FDB MedKnowledge prescription medication software for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
This purchase order will result in expenditures of up to $211,602 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Since 2011, Contra Costa Health (CCH) has relied on MedKnowledge, the comprehensive drug and device database developed by First Databank (FDB), to support prescribing workflows and strengthen clinical decision-making. MedKnowledge provides continuously updated, evidence-based information on prescription and over-the-counter medications, supplements, and therapies. Its integration with CCH's healthcare IT systems enables providers to accurately identify and order medications in alignment with safety standards, clinical protocols, and regulatory requirements, including California's prescription translation mandate. This integration also enhances patient safety by reducing medication errors, improving accuracy at the point of prescribing, and ensuring clinicians have timely access to the most current drug information.

On September 21, 2021, Board of Supervisors approved agenda item C.52 to execute the Eighth Amendment to License Agreement with First Databank, Inc. and purchase order (#23440) in an amount not to exceed $632,468 to renew MedKnowledge software licenses and support for the period of July 1, 2021 through June 30, 2024.

On November 28, 2023, the Board of Supervisors approved agenda item C.55 to execute (1) an amendment to purchase order #23440 with First Databank, Inc., to increase the payment limit by $20,506 to a new payment limit of $652,974, with no change to the original term of July 1, 2021, through June 30, 2024, and (2) the Ninth Amendment to License Agreement with First DataBank, Inc. to procure additional prescription medication software licenses.

On September 10, 2024 the Board of Supervisors approved agenda item C.127 to execute (1) a purchase order (#31059) with First DataBank, Inc. in an amount not to exceed $237,083, and (2) the Tenth Amendment to

License Agreement with First Databank, Inc. to renew prescription medication software licenses for the period of July 1, 2024 through June 30, 2025.

On September 16, 2025 the Board of Supervisors approved agenda item C.43 to execute (1) a purchase order (#33559) with First DataBank, Inc. in an amount not to exceed $202,389 to renew prescription medication software licenses for the period of July 1, 2025 through June 30, 2026.

Delayed submission of the renewal request and receipt of required documentation impacted procurement processing timelines and introduced potential risks to uninterrupted software access. To mitigate future delays, CCH IT Procurement has initiated collaborative efforts with the vendor and internal stakeholders to ensure renewal requests are submitted no fewer than 180 days prior to license expiration.

First Databank, Inc. continues to serve as the sole provider of these essential software licenses, and on June 30, 2026, the County Purchasing Agent authorized continued use of their services for clinical operations.

The County is a party to a software License Agreement, dated July 1, 2011, with First Databank, Inc. for the license of prescription medication software.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCH physicians will lose access to the essential drug-ordering database and software required to prescribe medications for County patients. This would impede compliance with California's prescription translation requirements and undermine both regulatory obligations and the provision of safe, equitable, high-quality healthcare.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3659 **Agenda Date:** 8/25/2026 **Agenda #:** C.48.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment to Purchase Order with Beckman Coulter, 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 #28568 with Beckman Coulter, Inc. to increase the payment limit by $916,000 to a new amount not to exceed $9,416,000 for the purchase of additional reagents and supplies for the clinical laboratory at Contra Costa Regional Medical Center (CCRMC) with no change to the term ending November 30, 2026.

FISCAL IMPACT:
Approval of this action will result in additional expenditures of up to $916,000 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
The CCRMC Clinical Laboratory utilizes Beckman Coulter, Inc. for reagents and supplies to perform routine and STAT (urgent) diagnostic testing, ensuring accurate and timely results that support patient treatment protocols. Beckman Coulter, Inc. has been one of the laboratory's primary suppliers for the Chemistry and Special Chemistry Departments since 2013 and currently provides over 85% of the laboratory's diagnostic testing capacity. The laboratory received a DxA automated track system with components at no charge to the County, with a six-year extension under agreement 50557US for Special Chemistry and a three-year extension under agreement 61457US for Hematology; additional funding was required for both contracts due to these extensions.

The agreements signed by CCRMC and Beckman Coulter are effective from the installation date of the equipment; however, the purchase order end date did not align with the agreements. During the prior amendment process to correct this discrepancy, the Clinical Laboratory initiated a six-month advanced meter billing cycle for the Beckman instruments as a precautionary measure to ensure uninterrupted supply availability. To process the resulting invoice and ensure product availability through the remaining term of the purchase order, the laboratory is requesting an increase in funds, while CCRMC works with the vendor, County Counsel, and Contra Costa Health's procurement team to develop a new long-term agreement.

On August 1, 2023, the Board of Supervisors approved an agenda item to execute purchase order #28568 with Beckman Coulter, Inc. in the amount of $6,000,000 to purchase reagents and supplies for the Clinical Laboratory CCRMC for the period from May 15, 2023 through May 14, 2026.

On October 29, 2025, the Purchasing Agent approved the continued use of Beckman Coulter, Inc.

On December 9, 2025, the Board of Supervisors approved an agenda item to execute an amendment to purchase order #28568 with Beckman Coulter, Inc. to increase the payment limit by $2,500,000 to a new amount not to exceed $8,500,000 with no change to the original term.

On May 19, 2026, the Board of Supervisors approved an agenda item to execute an amendment to purchase order #28568 with Beckman Coulter, Inc. to extend the term through November 30, 2026 with no change to the payment limit.

The equipment contract was not reviewed by County Counsel when the equipment was ordered in 2020. The prior board action extended the term only and additional funds are now necessary. Approval of this action will allow the Clinical Laboratory to continue purchasing chemistry, serology, and immunology testing reagents and supplies from this vendor through November 30, 2026, while CCRMC works with the vendor, County Counsel and Contra Costa Health's procurement team to develop a new agreement.

CONSEQUENCE OF NEGATIVE ACTION:
If this amendment is not approved, it will negatively impact the Clinical Laboratory's standing with Beckman Coulter as one of its main suppliers and the laboratory's ability to procure essential supplies for laboratory testing and treatment of CCRMC's patients.

File #: 26-3660 **Agenda Date:** 8/25/2026 **Agenda #:** C.49.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #74-475-178(3) with Discover Me | Us Marriage and Family Therapy Prof. Corp. (dba Discover Me Us Counseling Services)

Recommendation: As recommended by the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #74-475-178(3) with Discover Me | Us Marriage and Family Therapy Prof. Corp. (dba Discover Me Us Counseling Services), a professional corporation, effective August 1, 2026, to amend Contract #74-475-178(2), to increase the payment limit by $210,000, to an amount not to exceed $430,000, to provide additional Medi-Cal specialty mental health services to beneficiaries in Contra Costa County, with no change in the term ending June 30, 2027.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual expenditures of up to $210,000 and will be funded by 30% Federal Medi-Cal revenues, 30% State Mental Health Realignment funds, and 40% Contra Costa Health Plan fund II. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing Medi-Cal specialty mental health services for members of all ages in Contra Costa County. Services include but are not limited to providing assessment, testing, therapy and medication monitoring for treatment of anxiety, bipolar, depression, grief/loss, personality disorders, substance related disorders, and sexual and gender identity disorders. This Contractor has been providing these services as part of the Department's Behavioral Health Services Network since April of 2024.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Welfare and Institutions Code § 5775 et seq.; Welfare and Institutions Code §§ 14680-14685; and California Code of Regulations (CCR), Title 9 § 1810.100 et seq. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On July 8, 2025, the Board of Supervisors approved Contract #74-475-178(2) with Discover Me | Us Marriage and Family Therapy Prof. Corp. (dba Discover Me Us Counseling Services), in an amount not to exceed

$220,000, for the provision of Medi-Cal specialty mental health services to members in Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment #74-475-178(3) will allow the Contractor to provide additional Medi-Cal specialty mental health services through June 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, the Contract will not have sufficient funds to pay Contractor and members will not have access to Contractor's additional Medi-Cal specialty mental health services, which could result in increased wait times for services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3661 **Agenda Date:** 8/25/2026 **Agenda #:** C.50.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Unpaid Student Training Agreement #76-879-1 with Kaiser Foundation Hospitals

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #76-879-1 with Kaiser Foundation Hospitals, a non-profit corporation, to provide supervised clinical field instruction to Kaiser's medical resident students at County's Adult Detention facilities, for the period September 1, 2026 through August 31, 2029.

FISCAL IMPACT:
None. This is a non-financial agreement.

BACKGROUND:
The purpose of this Agreement is to provide Kaiser Foundation Hospitals medical resident students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised clinical fieldwork experience for residents is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

On September 10, 2024, the Board of Supervisors approved Unpaid Student Training Agreement #76-879 with Kaiser Foundation Hospitals, for the provision of supervised clinical field instruction to medical resident students at County's Adult Detention facilities for the period September 1, 2024 through August 31, 2026.

Approval of Unpaid Student Training Agreement #76-879-1 will allow Contractor to continue providing supervised clinical fieldwork instruction at County's Adult Detention facilities through August 31, 2029. This Contract includes mutual indemnification which requires the parties to defend, indemnify, save and hold harmless the other party from claims arising from the performance under this Contract except for claims arising due to sole negligence or willful misconduct of that party.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, Kaiser's medical resident students will not receive supervised fieldwork instruction experience at County's Adult Detention facilities.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3662 **Agenda Date:** 8/25/2026 **Agenda #:** C.51.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Extension #76-665-7 with Metropolitan Van and Storage Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract Extension #76-665-7 with Metropolitan Van and Storage Inc., a corporation, to amend Contract #76-665-3 (as amended by #76-665-5), to extend the termination date from September 30, 2026 to March 31, 2027 to continue providing moving and storage services of heavy furniture and equipment at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, with no change in the payment limit of $800,000.

FISCAL IMPACT:
Approval of this Extension will not result in a change to the original budgeted expenditure of up to $800,000 and is funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:
CCRMC and Contra Costa Health Centers have been contracting with Metropolitan Van and Storage Inc. since October 2019 to provide moving and storage services of furniture and equipment as required by staff. Metropolitan Van and Storage Inc. is a Small Business Enterprise (SBE).

On June 13, 2023, the Board of Supervisors approved Contract #76-665-3 with Metropolitan Van and Storage Inc., in an amount not to exceed $800,000, to provide moving and storage services of furniture and equipment for CCRMC and Contra Costa Health Centers, for the period October 1, 2023 through September 30, 2026.

On January 16, 2024, the Board of Supervisors approved Contract Amendment #76-665-5 to modify the rates and services with no change in the original payment limit of $800,000 with no change in the original term.

Contractor's services are needed to move heavy, large-quantity items around the hospital and health centers and also to use the contractor's storage facilities to store equipment and supplies that CCRMC and Health Centers are unable to store on their sites.

Approval of Contract Extension #76-665-7 will allow the Contractor to continue to provide moving and storage services for heavy furniture and equipment while a new competitive solicitation process is conducted through March 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:

If this Extension is not approved, CCRMC and Contra Costa Health Centers will not have an authorized contractor to provide moving and storage services for heavy furniture and equipment, potentially disrupting critical facility operations and patient care environments.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3663 **Agenda Date:** 8/25/2026 **Agenda #:** C.52.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Unpaid Student Training Agreement #72-296 with American Public University System (dba Rasmussen University)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement (USTA) #72-296 with American Public University System (APUS) (dba Rasmussen University), a corporation, for its Nursing and Public Health students to receive clinical field experience and instruction from the County's Public Health Division for the period September 1, 2026 through August 31, 2028.

FISCAL IMPACT:
None. This is a non-financial Agreement.

BACKGROUND:
The purposed of this USTA is to provide Rassmussen University Nursing and Public Health students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department provides field education while at the same time benefiting from the student's services to County patients.

Approval of USTA #72-296 will allow APUS' Nursing and Public Health program students to receive supervised fieldwork experience with County's Public Health Division through August 31, 2028. This USTA includes a mutual indemnification provision to hold harmless both parties for any claims arising out of the performance of this USTA.

CONSEQUENCE OF NEGATIVE ACTION:
If this USTA is not approved, Contractor's students will not receive the clinical field experience and instruction needed from the County in conjunction with their Nursing and Public Health Program.

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MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3664 **Agenda Date:** 8/25/2026 **Agenda #:** C.53.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #76-564-5 with Prometheus Laboratories 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 #76-564-5 with Prometheus Laboratories Inc., a corporation, effective November 1, 2026, to amend Contract #76-564-4, to increase the payment limit by $200,000, from $200,000 to a new payment limit of $400,000, and to extend the termination date from October 31, 2026 to October 31, 2029, to provide additional outside laboratory testing services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional contractual service expenditures of up to $200,000 and funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
CCRMC and Contra Costa Health Centers are responsible for providing laboratory testing services to patients. When specialized equipment is required and unavailable at County facilities, the County contracts with external laboratory service providers.

This Contract is entered into under and subject to California Government Code 31000. CCRMC's Quality Management, Utilization Management, and Contract Monitor Staff meet regularly to ensure monitoring and performance measures in the contract are upheld. Health Services Personnel approved this contract to ensure no conflicts with labor relations. Per Administrative Bulletin 600.3, the Public Work's Purchasing Agent approved this Contract on June 1, 2026.

On January 2024, the Purchasing Services Manager approved and executed Contract #76-654-4 with Prometheus Laboratories Inc. in an amount not to exceed $200,000 to provide outside laboratory testing services for CCRMC and Contra Costa Health Centers for the period November 1, 2023 through October 31, 2026.

Approval of Contract Amendment/Extension #76-564-5 will allow the Contractor to continue providing outside laboratory testing services through October 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract Amendment/Extension is not approved, patients requiring outside testing services for liver abnormalities will not have access to Contractor's services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3665 **Agenda Date:** 8/25/2026 **Agenda #:** C.54.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-143-40 with California Psychiatric Transitions Incorporated

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-143-40 with California Psychiatric Transitions Incorporated, a corporation, in an amount not to exceed $2,455,720, to provide residential care and mental health rehabilitation services for adults with mental illness, for the period September 1, 2026 through August 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $2,455,720 and will be funded 100% by Mental Health Realignment revenues.

BACKGROUND:
The Behavioral Health Services Department (BHSD) has been contracting with California Psychiatric Transitions Incorporated since October 2001 to provide residential care and mental health services to adults. This Contract meets the social needs of County's population by providing a multi-disciplinary treatment program to adults who need active psychiatric treatment, including medication support and individual and group therapy services, as an alternative to hospitalization at a State Hospital.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code §§ 5600, et seq. (The Bronzan-McCorquodale Act); California Code of Regulations ("CCR"), Title 9, §§ 523, et seq. (Community Mental Health Services); California Government Code §§ 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The BHSD'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. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On September 16, 2025, the Board of Supervisors approved Contract #74-143-39 with California Psychiatric Transitions Incorporated, in an amount not to exceed $2,408,011, to provide adult residential care and mental health services for the period September 1, 2025 through August 31, 2026.

Approval of Contract #74-143-40 will allow the Contractor to continue to provide residential care and mental health rehabilitation services for adults with mental illness through August 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, County's mental health Clients will not receive inpatient psychiatric treatment from this Contractor and may require hospitalization at a State Hospital.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3666 **Agenda Date:** 8/25/2026 **Agenda #:** C.55.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-683-1 with Irina V Kolomey D O (dba Health in Focus Medical Associates)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-683-1 with Irina V Kolomey D.O. (dba Health in Focus Medical Associates), a professional corporation, in an amount not to exceed $300,000, to provide primary care physician (PCP) services for Contra Costa Health Plan (CCHP) members and County recipients for the period August 1, 2026 through July 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in expenditures of up to $300,000 over a two-year period and will be funded as budgeted 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain PCP 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 PCP and specialty medical services while fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since August 2024. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from solicitation requirements.

In August 2024, the Purchasing Services Manager approved and executed Contract #77-683 with Irina V Kolomey D O, in an amount not to exceed $200,000, for the provision of PCP services for CCHP members and County recipients for the period August 1, 2024 through July 31, 2026.

Approval of Contract #77-683-1 will allow the Contractor to continue providing PCP services for CCHP members and County recipients through July 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain PCP services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided and such services may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3667 **Agenda Date:** 8/25/2026 **Agenda #:** C.56.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-804-3 with Loomis Armored US, LLC

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-804-3, with Loomis Armored US, LLC, a limited liability company, in an amount not to exceed $60,000, for armored vehicle transportation services to transport cash, currencies, and other valuables to and from County-designated pickup locations to County depositories for the period of August 1, 2026 through July 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $60,000 over a one-year period and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
This Contract is crucial for the Health Services Department to comply with County deposit requirements and to mitigate risk by providing armored vehicle transportation services to cover transportation of cash, currencies, and other valuables to and from Health Services Department locations to designated depositories. The Contractor has been providing armored vehicle transportation services to the department since August 2023. This contract is entered into under and subject to California Government Code §31000. Health Services Personnel approved this contract to ensure no conflicts with labor relations. Public Works Purchasing Agent approved a one-time, one-year term on August 7, 2026 to ensure continuity of critical cash handling and transport services while a formal competitive solicitation is developed and released.

On January 10, 2023, the Board of Supervisors approved Contract #76-804 with Loomis Armored US, LLC, containing mutual indemnification, in an amount not to exceed $110,000 for armored vehicle transportation services for the period January 1, 2023 through December 31, 2025.

On June 4, 2024, the Board of Supervisors approved a rescission of the January 10, 2023 Board action (C.68) to correct the contract term. The corrected term was established as August 1, 2023 through July 31, 2026.

On August 6, 2024, the Board of Supervisors approved Contract Amendment #76-804-2, effective August 1, 2024, to increase the payment limit by $100,000 to a new payment limit not to exceed $210,000, to provide additional armored vehicle transport services with no change in the term.

Approval of Contract #76-804-3 will allow the Contractor to continue to provide armored vehicle transport services for the Health Services Department for the period August 1, 2026 through July 31, 2027. This Contract includes a mutual indemnification and a limitation of liability provision limiting the Contractor's maximum shipment liability to $20,000, and limiting the Contractor's liability to $10,000 per shipment reconstruction in the event of a cargo loss.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, the Health Services Department will not have armored transport services to safely move cash, currencies, and other valuables from Health Services Departments to Health Services designated depositories.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3668 **Agenda Date:** 8/25/2026 **Agenda #:** C.57.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #72-028-24 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-028-24 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, in an amount not to exceed $800,000, to provide housing information services for County residents diagnosed with HIV, for the period from July 1, 2026 through June 30, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $800,000 over a 2-year period and will be funded 100% by federal Housing Opportunities for Persons with AIDS (HOPWA).

BACKGROUND:
This Contract meets the social needs of the County's population by providing housing information and navigation services for County residents diagnosed with HIV. Contractor has been providing these services while fostering a deep understanding of County's Public Health organization's mission, values, and long-term objectives since March 1, 2012.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Public Health's Quality Management, Utilization Management and Contract Monitor staff meet on regular basis to ensure monitoring and performance measures in the contract are upheld. This Contractor was approved by the Public Works Department's Purchasing Division on July 6, 2026.

On July 23, 2025, the Board of Supervisors approved Contract #72-028-23 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount of $300,000, for the provision of housing advocacy and navigation services for County residents diagnosed with HIV, for the period July 1, 2025 through June 30, 2026.

Approval of Contract #72-028-24 will allow the Contractor to continue providing housing information services through June 30, 2028. This Contract was delayed due to waiting on additional documents from the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, County residents with HIV will not receive housing information services from this Contractor.

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MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3669 **Agenda Date:** 8/25/2026 **Agenda #:** C.58.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-299-3 with CEP America - AUC, PC

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-299-3 with CEP America - AUC, PC, a professional corporation, in an amount not to exceed $900,000, to provide wound care and hyperbaric oxygen therapy services for Contra Costa Health Plan (CCHP) members and County recipients for the period August 1, 2026 through July 31, 2029.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $900,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized wound care and hyperbaric oxygen therapy services to CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been 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 August 2020.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227 and 31000; and health and Safety Code §1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On August 1, 2023, the Board of Supervisors approved Contract #77-299-1 with CEP America - AUC, PC, in an amount not to exceed $900,000, for the provision of wound care services for CCHP members and County recipients, for the period August 1, 2023 through July 31, 2026.

On October 7, 2025, the Board of Supervisors approved Contract Amendment #77-299-2 with CEP America - AUC, PC, effective January 1, 2026 to include the Dual Eligible Special Needs Plan (D-SNP) authorizing the Contractor to provide specialized care to beneficiaries who are dully eligible for Medicare and Medi-Cal and

offer care coordination and wrap-around services, with no change in the original payment limit or term.

Approval of Contract #77-299-3 will allow the Contractor to continue to provide wound care and hyperbaric oxygen therapy services to CCHP members and County recipients through July 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized wound care and hyperbaric oxygen therapy services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided and may cause a delay in services to CCHP members.

File #: 26-3670 **Agenda Date:** 8/25/2026 **Agenda #:** C.59.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Gift Cards and Transportation Vouchers for Clients of the FMCH Programs

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, up to 865 gift cards and transportation vouchers including applicable fees and shipping totaling an amount not to exceed $38,350 for clients served by Public Health's Family, Maternal and Child Health Programs for the period of August 1, 2026 through June 30, 2027.

FISCAL IMPACT:
The gift cards and transportation vouchers are funded by the California Department of Public Health and California Home Visiting Program. Funding received for this program includes financial support for eligible clients that include food, transportation, and other items of care. No County general funds will be used.

BACKGROUND:
Family, Maternal and Child Health (FMCH) Programs within the Public Health Division of Contra Costa Health (CCH) operate evidence-based programs to provide vulnerable women and their children with education, resources, and support during pregnancy and the early years of the child(ren)'s life. Several of our programs for pregnant women, new mothers and families receive funding specifically to provide food and other emergency assistance including transportation and items to care for the women and their families.

A detailed breakdown of the gift cards and transportation vouchers designated for client financial assistance is provided in the program descriptions below. The total authorized amount of $38,350 will include $100 to cover applicable fees and shipping costs. To safeguard the appropriate use of program funds, gift cards are issued as ATF (Alcohol, Tobacco, and Firearms-restricted) cards, ensuring that incentive funds are directed exclusively toward food, emergency assistance, and transportation needs. These restrictions expressly prohibit the use of funds for the purchase of alcohol, tobacco, firearms, ammunition, or lottery items.

The Adolescent Family Life (5802) Program’s goal is to support expectant and parenting youth, age 21 and under, using the evidence-informed Positive Youth Development (PYD) model to increase access to needed services, increase social and emotional support, and build resiliency, empower youth to cultivate personal autonomy to make informed decisions about their sexual and reproductive health, and strengthen youth knowledge and self-efficacy for education and career attainment.

Client assistance to include the following:

- 20 Walmart ATF gift cards each with a $25 value, totaling $500
    - For youth and their babies to support youth to thrive. Gift cards are not for alcohol/tobacco/firearms purchases.

The Black Infant Health (BIH) Program (5827) receives State general funds through the California Department of Public Health to implement an education and social support model which sponsors prenatal and post-partum support groups for women in West and East County.

Client assistance to support group attendance includes the following:

- 260 Target gift cards each with a $50 value, totaling $13,000.
    - BIH participants may be eligible to receive these gift cards as a motivator for participation/completion of prenatal and postpartum group. An additional gift card is allowable if clients express an emergency need, when presented at a case conference by FHA/case manager, and approved by the BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 70 Savemart gift cards each with a $50 value, totaling $3,500.
    - Participant may be eligible to receive these gift cards if an emergency need must be addressed and when presented at case conference by FHA/case manager, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 20 Savemart gift cards each with a $25 value, totaling $500.
    - Participant may be eligible to receive these gift cards if an emergency need must be addressed and when presented at case conference by FHA/case manager, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 140 Uber gift cards each with a $25 value, totaling $3,500.
    - Participants may be eligible to receive these gift cards to attend prenatal and post-partum group. If an emergency need must be addressed and when presented at a case conference by FHA/case manager, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.
- 20 Chevron gift cards each with a $25 value, totaling $500.
    - Participants may be eligible to receive these gift cards to attend prenatal and post-partum group. If an emergency need must be addressed and when presented at a case conference by FHA/case manager, and approved by BIH coordinator, as funds of last resort. Gift cards are not for alcohol/tobacco/firearms purchases.

The Nurse-Family Partnership (NFP) Program (5799) is funded by the CDPH MCAH California Home Visiting Program and provides intensive home visiting services provided by Public Health Nurses throughout the pregnancy until the child's second birthday.

Client assistance to include the following gift:

- 35 Walmart ATF gift cards each with a $50 value, totaling $1,750.
    - NFP clients may receive a gift card as a welcome gift upon enrollment, at 6-month breastfeeding continuation, at program completion (≥ 2 years), and/or if needed to address an emergency need. Such need must be presented at case conference or 1:1 supervision meeting by Public Health

Nurse and approved by the NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.

- 25 Chevron gift cards each with a $50 value, totaling $1,250.
    - Each client can receive one card per program phase (Pregnancy, Infancy and Toddlerhood). Must be presented at case conference or 1:1 supervision meeting and approved by NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.

The California Home Visiting (5793) State General Expansion Funding to be utilized solely for the purpose of implementing or expanding Nurse-Family Partnership Home Visiting Programs.

Client assistance to include the following:

- 200 Walmart ATF gift cards each with a $50 value, totaling $10,000.
    - Eligibility criteria: 1) each NFP client will receive 1 card as a welcome gift upon enrollment, 2) each eligible client will receive a card at 6-month breastfeeding continuation, 3) each client will receive a card at program completion (≥ 2 years), and 4) clients can receive additional cards if they express an emergency need. Must be presented at case conference or 1:1 supervision meeting by Public Health Nurse and approved by the NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.
- 75 Chevron gift cards with a $50 value, totaling $3,750.
    - Each client can receive one card per program phase (Pregnancy, Infancy and Toddlerhood). Must be presented at case conference or 1:1 supervision meeting and approved by NFP Nurse Manager. Gift cards are not for alcohol/tobacco/firearms purchases.

CONSEQUENCE OF NEGATIVE ACTION:
If this request is not approved, the department will not be able to utilize funding specifically allocated for food, emergency assistance and transportation needs of clients. The inability to provide these financial supports may negatively impact the health and well-being of vulnerable women and their children living in our County.

CHILDREN'S IMPACT STATEMENT
FMCH Programs achieve all 5 Children's Impact Statements: Children Ready for and Succeeding in School; Children and Youth Healthy and Preparing for Productive Adulthood; Families that are Economically Self Sufficient; Families that are Safe, Stable and Nurturing; and Communities that are Safe and Provide a High Quality of Life for Children and Families.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3671 **Agenda Date:** 8/25/2026 **Agenda #:** C.60.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-470-3 with Leigh Fulford Kjeldsen (dba Valley Audiology)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-470-3 with Leigh Fulford Kjeldsen (dba Valley Audiology) a sole proprietor, in an amount not to exceed $900,000, to provide audiology services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2026 through June 30, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $900,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain audiology services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been a part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since July 1, 2022. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

In July 2024, the Purchasing Services Manager approved and executed Contract #77-470-1 with Leigh Fulford Kjeldsen (dba Valley Audiology), in an amount not to exceed $100,000, for the provision of audiology services for CCHP members and County recipients, for the period July 1, 2024 through June 30, 2026.

In November 2025, the Purchasing Services Manager approved and executed Contract Amendment #77-470-2 with Leigh Fulford Kjeldsen (dba Valley Audiology), effective January 1, 2026, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing the Contractor to provide specialized care to beneficiaries who are dully eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services, with no change

in the original payment limit or term.

Approval of Contract #77-470-3 will allow the Contractor to continue providing audiology services for CCHP members and County recipients through June 30, 2028. This Contract was delayed due to extended Contract negotiations between Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain audiology services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3672 **Agenda Date:** 8/25/2026 **Agenda #:** C.61.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-788-3 with Gregory Barmé, M.D.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-788-3 with Gregory Barmé, M.D., an individual, in an amount not to exceed $600,000, to provide urology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period September 1, 2026 through August 31, 2029.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $600,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contractors to provide necessary specialty health services to its patients. Contractor provides urology services including, but not limited to: clinic coverage, consultation, on-call coverage, and medical and surgical procedures. CCRMC has contracted with Dr. Barmé, for urology services since September 1, 2022.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCRMC's Quality Management. CCRMC Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 CCRMC Physician services are exempt from Solicitation requirements.

On September 10, 2024, the Board of Supervisors approved Contract #76-788-2 with Gregory Barmé, M.D., in the amount of $630,000, for the provision of urology services at CCRMC and Contra Costa Health Centers for the period September 1, 2024 through August 31, 2026.

Approval of Contract #76-788-3 will allow the Contractor to continue to provide urology services at CCRMC and Contra Costa Health Centers through August 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, the necessary specialty urology services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3673 **Agenda Date:** 8/25/2026 **Agenda #:** C.62.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #76-731-4 with Samuel Cho MD, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #76-731-4 with Samuel Cho MD, Inc., a professional corporation, effective September 1, 2026, to amend Contract #76-731-3, to provide additional cardiology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, with no change in the payment limit of $2,150,000 or term ending August 31, 2027.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $2,150,000 which is funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contractors to provide necessary specialty health services to its patients. This Contractor has been providing these services at CCRMC and Contra Costa Health Centers fostering a deep understanding of the County's organizations, mission, values, and long-term objectives since September 2014.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from Solicitation requirements.
On October 22, 2024, the Board of Supervisors approved Contract #76-731-3 with Samuel Cho MD, Inc., in an amount not to exceed $2,150,000 to provide cardiology services, including consultation, training, and reading cardiology studies at CCRMC and Contra Costa Health Centers for the period from September 1, 2024 through August 31, 2027

Approval of Contract Amendment #76-731-4 will allow the Contractor to provide additional cardiology services through August 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract Amendment is not approved, the necessary additional specialty cardiology services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3674 **Agenda Date:** 8/25/2026 **Agenda #:** C.63.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #23-914 with UpToDate, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County a Content License Agreement (Contract #23-914) with UpToDate, Inc., a corporation, in an amount not to exceed $91,557, to provide its pharmaceutical drug database solution, Lexidrug, for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period June 30, 2026, through June 29, 2029.

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $91,557 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
This Content License Agreement meets the needs of the County by providing a software license subscription to access UpToDate's® Lexidrug™ Formulink, a Formulary Monograph Service (FMS) module available under its Clinical Decision Support (CDS) system utilized to aid CCRMC and Contra Costa Health Centers clinicians in making care decisions. Lexidrug™ is an evidence-based drug referential solution that provides real-time content for clear guidance in making complex drug decisions using advanced machine learning to power search results and drug content sets. As an integrated component of UpToDate (procured under County Contract #23-887) Lexidrug™ offers clinicians immediate access to detailed medication guidance, including dosage adjustments, contraindications, interactions, and recommendations that help reduce unnecessary or inappropriate medication use. This depth of clinical support is essential for managing complex patient needs and maintaining consistent, high-quality standards of care.

This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. A summary of service contract deliverables, including measurable outcomes required of the Contractor to be monitored by the department in compliance with Section III (B)(7) of the Purchasing Policy include County's access and permitted use of the licensed content. This Contractor was approved by the Public Works Department's Purchasing Department on April 22, 2026.

Under this Contract #23-914, the parties will execute UpToDate Content License Agreement. The Content License Agreement limits UpToDate's liability under the Agreement to the amounts the County has paid in the

twelve (12) months preceding the claim. Under this Contract the County is obligated to indemnify the vendor for third party claims arising out of County's use of the licensed content.

Approval of this new Content License Agreement (Contract #23-914) will allow the Contractor to provide County access to its licensed content (including documentation) in conformance with the permitted use of its FMS pharmaceutical drug referential document management solution for CCRMC and Contra Costa Health Centers clinical decision support through June 29, 2029. The Pharmacy Department is requesting a retroactive effective date for this Contract due to extended negotiations with the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, disruptions to the delivery of high-quality, evidence-based healthcare and clinical based decision-making may cause challenges which could ultimately impact patient outcomes.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3675 **Agenda Date:** 8/25/2026 **Agenda #:** C.64.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-916-1 with Manjari Nathan, M.D. Inc

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-916-1 with Manjari Nathan, M.D. Inc, a corporation, in an amount not to exceed $1,020,000, to provide pulmonary services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period September 1, 2026 through August 31, 2029.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $1,020,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contractors to provide necessary specialty health services to their patients. This Contractor has been providing pulmonary services, including but not limited to: on-call clinic coverages, consultation, critical care, bronchoscopies procedures, and staffing services in the Critical Care Unit since September 1, 2025.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from solicitation requirements.

On April 15, 2025, the Board of Supervisors approved Contract #76-916 with Manjari Nathan, M.D., Inc., in an amount not to exceed $400,000, for the provision of pulmonary services at CCRMC and Contra Costa Health Centers, for the period of September 1, 2025 through August 31, 2026.

Approval of Contract #76-916-1 will allow the Contractor to continue providing pulmonary services for CCRMC and Contra Costa Health Centers through August 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, the necessary specialty pulmonary services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3676 **Agenda Date:** 8/25/2026 **Agenda #:** C.65.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-484-3 with Next Steps Neuro Psychology PC

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-484-3 with Next Steps Neuro Psychology PC, a professional corporation, in an amount not to exceed $300,000, to provide behavioral health therapy and neuropsychological testing services for Contra Costa Health Plan (CCHP) members and County recipients, for the period August 1, 2026 through July 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $300,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain behavioral health therapy and neuropsychological testing 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 August 1, 2022. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On July 23, 2024, the Board of Supervisors approved Contract #77-484 with Next Steps Neuropsychology PC, in an amount not to exceed $600,000, for the provision of behavioral health therapy and neuropsychological testing services for CCHP members and County recipients, for the period August 1, 2024 through July 31, 2026.

Approval of Contract #77-484-3 will allow the Contractor to continue providing behavioral health therapy and neuropsychological testing services for CCHP members and County recipients through July 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain behavioral health therapy and neuropsychological testing services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3677 **Agenda Date:** 8/25/2026 **Agenda #:** C.66.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Gift Cards for Clients of the Acute Communicable Disease Program

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 25 Safeway gift cards each with a $50 value, totaling $1,250; 25 Target gift cards each with a $50 value, totaling $1,250; 25 Walmart gift cards each with a $50 value, totaling $1,250; 50 SaveMart gift cards each with a $50 value, totaling $2,500, plus applicable shipping costs $100 for a total not to exceed $6,350 for clients of the Acute Communicable Disease (ACD) Program to help prevent disease transmission in the community.

FISCAL IMPACT:
This $6,350 expenditure will be funded entirely by California Emerging Infections Program funding. There will be no impact to the County General Fund.

BACKGROUND:
Contra Costa Health's (CCH) Public Health Division maintains an ACD Program, which serves community members in Contra Costa County with certain reportable, infectious diseases. Gift cards are distributed to certain ACD program clients to help off-set or reduce financial barriers to engage in care and follow public health requirements that prevent the spread of communicable diseases.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, some ACD Program clients may face financial barriers to program compliance and be at greater risk of falling out of care and transmitting communicable disease to others in the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3678 **Agenda Date:** 8/25/2026 **Agenda #:** C.67.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #78-067-2 with City of San Pablo

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #78-067-2 with the City of San Pablo, to pay the County an amount not to exceed $103,073 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
Approval of this Agreement will allow the County to receive funding in an amount not to exceed $103,073 from the City of San Pablo, including a 15% County match of $15,880 from Medi-Cal Administrative Activities revenues, to provide homeless outreach services.

BACKGROUND:
The CORE Program identifies and initiates contact with homeless individuals living on the streets, assess their housing and service needs, and facilitates connections to shelter, benefits, behavioral health and primary healthcare services throughout Contra Costa County. CORE teams serve as an entry point to County's Coordinated Entry System for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. Under this Contract, the CORE Team will assure the City of San Pablo receives an annual minimum of 693 hours of service from the CORE Team.

On September 9, 2025 the Board of Supervisors approved Agreement #78-067-1 with City of San Pablo, to pay the County an amount not to exceed $97,930 to provide homeless outreach services for the CORE Program, for the period from July 1, 2025 through June 30, 2026.

Approval of Agreement #78-067-2 will allow the County to continue to receive funds to provide CORE homeless outreach services for the City of San Pablo through June 30, 2027. This Agreement includes a mutual indemnification provision to defend, indemnify and hold harmless both parties for any claims arising out of the performance of this Agreement. This Agreement was delayed due to ongoing negotiations with the City of San Pablo.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3679 **Agenda Date:** 8/25/2026 **Agenda #:** C.68.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #23-910 with Littlejohn Data Consulting, LLC

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-910 with Littlejohn Data Consulting, LLC, a limited liability company, in an amount not to exceed $865,200, to provide consultation and technical assistance to Contra Costa Health's (CCH) Information Systems Unit in supporting Behavioral Health and Finance initiatives for the period from September 1, 2026 through August 31, 2029.

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $865,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
The CCH Information Systems Unit is responsible for data analytics concerning information system development and management to support CCH decision-making, by performing complex analyses that manage and improve existing reporting systems. Contractor's consultation and technical assistance services utilize industry best practices for business software applications, report writing, data analytics, consultation, and technical assistance. Contractor's services will enhance operational efficiency, ensure compliance with state regulatory reporting, and enable informed decision-making for public health, hospital, and federal pharmacy programs.

This Contract is entered under and subject to the following legal authority: California Government Code §§ 26227 and 31000. The Contractor's service contract deliverables will include providing data modeling, Extract, Transform, Load (ETL) processes, reporting, dashboard development, data analysis, troubleshooting, and maintenance. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. This Contractor was approved by the Public Works Department's Purchasing Division through a Request for Quotation on September 12, 2025.

Approval of this new Contract #23-910 will allow the Contractor to provide consultation and technical assistance services to CCH's Information Systems Unit in supporting Behavioral Health and Finance initiatives through August 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County will not have access to Contractor's expertise in data analytics, consulting, and technical assistance which support the CCH Information Systems Unit's initiatives and could negatively impact revenue-generating and high-priority projects.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3680 **Agenda Date:** 8/25/2026 **Agenda #:** C.69.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Award #78-006-5 with the State of California Department of Public Health

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to accept Grant Award #78-006-5 with the State of California Health and Human Services Agency, California Department of Public Health (CDPH), to pay the County an amount not to exceed $3,872,956, for the Future of Public Health (FoPH) funding for the period from July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
Acceptance of the Grant Award will result in payment to the county up to $3,872,956 for Fiscal Year 2026/2027 in funding from the CDPH. No County match required.

BACKGROUND:
The Budget Act of 2022 provides $200,400,000 annually to local health jurisdictions for public health workforce and infrastructure. These funds are considered ongoing funds and part of ongoing baseline state budget.

The County's Public Health Division collaborates with all other Health Services Department's divisions on a regular basis. Enhancing the infrastructure of the division will support the Health Services Department at large by providing a streamlined and centralized center of operations. The Public Health Division supports the Contra Costa Regional Medical Center and Health Centers in several clinical functions including quality improvement coordination. Other Public Health Programs such as the Opioid Initiative overlaps operations with Contra Costa Regional Medical Center and Health Centers and Behavioral Health divisions. The Health Care for the Homeless and Enhanced Care Management Programs coordinate directly with Health Housing and Homeless Division on a regular basis. This funding will improve the relationships and outcomes of all these collaborative relationships.

On August 12, 2025, the Board of Supervisors approved Grant Award #78-006-3 with CDPH, to pay the County in an amount not to exceed $3,872,956 for FoPH funding for the period July 1, 2025 through June 30, 2026.

On November 11, 2025, the Board of Supervisors approved Grant Award #78-006-4 with CDPH, to pay the County an additional amount of $16,724 to a new amount payable to the County not to exceed 3,889,680 for FoPH funding for the period July 1, 2025 through June 30, 2026.

Acceptance of Grant Award #78-006-5 will allow County to receive funding from CDPH for County's Public Health Division's workforce and infrastructure through June 30, 2027. The Grant Award is being processed late due to County receiving the award from CDPH on July 1, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Award is not approved, the County will not receive FoPH funding to support public health workforce and infrastructure for Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3681 **Agenda Date:** 8/25/2026 **Agenda #:** C.70.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Award #29-338-32 from the Department of Health Care Services, Children Medical Services

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #29-338-32 with the Department of Health Care Services, Children Medical Services, to pay the County in an amount not to exceed $1,062,322, for the Child Health and Disability Prevention Program (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, 2026 through June 30, 2027.

FISCAL IMPACT:
Approval of this Grant Award will result in $1,062,322 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 9, 2025, the Board of Supervisors accepted Grant Award #29-338-31 with the Department of

Health Care Services, Children Medical Services, in an amount not to exceed $1,289,483, for the period from July 1, 2025 through June 30, 2026.

Approval of Grant Award #29-338-32 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, 2027. This Award is late due to County getting notified of the Award by DHCS on July 21, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Award 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.

CHILDREN'S IMPACT STATEMENT:
This program supports the following Board of Supervisors' community outcomes: "Children and Youth Healthy and Preparing for Productive Adulthood;" and "Communities that are Safe and Provide a High Quality of Life for Children and Families".

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3682 **Agenda Date:** 8/25/2026 **Agenda #:** C.71.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #25-094-8 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #25-094-8 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, effective July 1, 2026, to amend Contract #25-094-5, to increase the payment limit by $1,350,000, from $3,652,516 to an amount not to exceed $5,002,516, to provide additional rapid rehousing and homeless prevention services for homeless adults and Transitional Age Youth (TAY) on probation with no change in the term ending June 30, 2027.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional expenditures of up to $1,350,000 and will be funded 100% by Probation Department funds.

BACKGROUND:
This Contract meets the social needs of the County's population by providing rapid rehousing and homeless prevention services for homeless adults and TAY on probation. These services include case management and housing navigation services which will assist participants with food assistance, substance use treatment, education and training, employment and benefits assistance, health care, mental health counseling, childcare, and credit repair. Rapid rehousing services will include providing financial assistance for security deposits, utility deposits/payments, moving costs, hotel/motel vouchers, paid shelter costs, housing application and credit/background check fees, partial, tiered or full rental subsidies. This Contractor has been fostering a deep understanding of the County's organization, mission, values, and long-term objectives since July 2021.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The H3 Division Contract Monitoring staff meet on a regular basis to ensure monitoring of performance measures set forth in the Contract are upheld. This Contractor was approved by the Public Works Department's Purchasing Division on February 2, 2025.

On August 5, 2025, the Board of Supervisors approved Contract #25-094-5 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed $3,652,516, for the provision of rapid rehousing and homeless prevention services for homeless adults and TAY on probation for the period July

1, 2025 through June 30, 2027.

Approval of Contract Amendment #25-094-8 will allow the Contractor to provide additional rapid rehousing and homeless prevention services for homeless adults and TAY on probation through June 30, 2027. This Contract was delayed due to extended negotiations between the Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved homeless adults and TAY on probation will not have access to Contractor's rapid rehousing and homeless prevention support services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3683 **Agenda Date:** 8/25/2026 **Agenda #:** C.72.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #25-108-5 with Bay Area Community Resources, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-108-5 with Bay Area Community Resources, Inc., a non-profit corporation, in an amount not to exceed $404,266, to provide rapid rehousing services for individuals and families experiencing homelessness in Contra Costa County for the period July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $404,266 and will be funded 100% by Measure X Housing funds.

BACKGROUND:
This Contract meets the social needs of County's population by providing rapid rehousing services to the homeless population in Contra Costa County. These services include case management which will assist participants with food assistance, substance use treatment, education and training, employment and benefits assistance, health care, mental health counseling, childcare, and credit repair. Rapid rehousing services will include providing financial assistance for security deposits, utility deposits/payments, moving costs, hotel/motel vouchers, paid shelter costs, housing application and credit/background check fees, partial, tiered or full rental subsidies, to individuals and families experiencing homelessness. Contractor has been providing these services to County since July 2023.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The H3 Division Contract Monitoring staff meet on a regular basis to ensure monitoring of performance measures set forth in the Contract are upheld. The request for proposals (RFP) was posted on September 24, 2025, and closed on October 31, 2025. Bay Area Community Resources, Inc. was selected through the RFP process on March 27, 2026.

On October 10, 2024, the Board of Supervisors approved Contract #25-108-2 with Bay Area Community Resources, Inc., in an amount not to exceed $300,000, for the provision of rapid rehousing services for individuals and families who are experiencing homelessness in Contra Costa County for the period October 1, 2024 through June 30, 2025.

On January 14, 2025, the Board of Supervisors approved Contract Amendment #25-108-3 with Bay Area Community Resources, Inc., to increase the payment limit by $232,000 to an amount not to exceed $532,000, for the provision of additional rapid re-housing services for individuals and families who are experiencing homelessness in Contra Costa County with no change in the term.

On June 10, 2025, the Board of Supervisors approved Contract Amendment #25-108-4 with Bay Area Community Resources, Inc., to increase the payment limit by $360,000 to an amount not to exceed $892,000, and extend the term through June 30, 2026, for the provision of additional rapid re-housing services for individuals and families who are experiencing homelessness in Contra Costa County.

Approval of Contract #25-108-5 will allow the Contractor to continue providing rapid rehousing services for individuals and families who are experiencing homelessness in Contra Costa County through June 30, 2027. This Contract was delayed due to needing Board of Supervisors approval for the allocation of Measure X Housing funds.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved individuals and families experiencing homelessness in Contra Costa County will not have access to Contractor's rapid rehousing services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3684 **Agenda Date:** 8/25/2026 **Agenda #:** C.73.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #72-124-7 with Ride Roundtrip, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #72-124-7 with Ride Roundtrip, Inc., a corporation, effective July 1, 2026, to amend Contract #72-124 (as amended by Contract Amendment #72-124-1 through 72-124-6), to increase the payment limit by $10,000,000, from $20,000,000 to a new payment limit of $30,000,000, for additional development, implementation, management and hosting of its ride hailing software application system utilized for transportation coordination, scheduling, and dispatch for Contra Costa Health Medi-Cal patients with no change in the term.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional expenditures of up to $10,000,000 until the agreement expires in term. FY 26/27 will be funded by 69% Contra Costa Health Plan (CCHP) Hospital Enterprise Fund II, 16% Hospital Enterprise Fund I, and 15% Health Care for the Homeless/Health Resource Services Association.

BACKGROUND:
Contra Costa Health provides social service case management to Medi-Cal patients who are identified as high utilizers who need additional services to improve their health outcomes. The County began contracting with this vendor in 2019 because transportation is a significant need for these patients. These services allow County personnel access to arrange rides for these patients via a web-based transportation booking portal. The Department of Health Care Services provides transportation services as a benefit to Medi-Cal Managed Care members under All Plan Letter (APL) 22-008.

A summary of service contract deliverables, including measurable outcomes required by the vendor to be monitored by the department in compliance with Section III(B)(7) of the Purchasing Policy include an increase in CCHP's usage of transportation, coordination, scheduling, and dispatch services for Medi-Cal patients. This Amendment was approved by Health Services Personnel as a software specialized service contract.

On March 19, 2019, the Board of Supervisors approved Contract #72-124 with Ride Roundtrip in the amount of $800,000 for the provision of its hosted software portal services for transportation, coordination, scheduling, and dispatch for Medi-Cal patients, including interfacing with the County's Electronic Health Record System for the period January 1, 2019 through December 31, 2020. This Contract includes the County's obligation to

defend the vendor from losses arising out of County's negligence or willful misconduct in performing services under the Agreement.

On December 8, 2020, the Board of Supervisors approved Contract Amendment/Extension #72-124-1 to increase the payment limit by $1,000,000 to a new payment limit of $1,800,000, and extend the term from December 31, 2020 to December 31, 2021, to reflect the continued Monthly Subscription System Access to its ride hailing software application system for transportation, coordination, scheduling, and dispatch for Medi-Cal patients.

On April 27, 2021, the Board of Supervisors approved Contract Amendment #72-124-2 with Ride Roundtrip, Inc., to increase the payment limit by $1,100,000 to a new payment limit of $2,900,000 for additional hosted software portal services for transportation coordination, scheduling, and dispatch for Medi-Cal patients with no change in the term.

On December 14, 2021, the Board of Supervisors approved Contract Amendment #72-124-3 with Ride Roundtrip, Inc., to increase the payment limit by $150,000 to a new payment limit of $3,050,000 for increased usage of hosted software portal services for transportation coordination, scheduling, and dispatch for Medi-Cal patients with no change in the term. Though not noted in the prior recommendations to the Board, a section of this Contract contains term language of successive (1) year period renewals unless terminated by either party with sixty (60) day notice.

On May 10, 2022, the Board of Supervisors approved Contract Amendment #72-124-4 with Ride Roundtrip Inc., to increase the payment limit by $7,450,000 to a new payment limit of $10,500,000 for the provision of additional hosted software portal services utilized to schedule and provide transportation to patients, including interfacing with the County's Electronic Health Record System, with no change in the term; successive 1-year period renewals until terminated.

On October 22, 2024, the Board of Supervisors approved Contract Amendment #72-124-5 (Consent Item (C.93) with Ride Roundtrip Inc.) to increase the payment limit of Contract #72-124 by $4,000,000 to an amount not to exceed $14,500,000 for its hosted software portal for transportation coordination, scheduling, and dispatch for Medi-Cal patients with no change in the term.

On April 1, 2025, the Board of Supervisors approved Contract Amendment #72-124-6 with Ride Roundtrip Inc., to increase the payment limit by $5,500,000 to an amount not to exceed $20,000,000 for additional hosted software application system access for transportation coordination, scheduling, and dispatch services for Medi-Cal patients with no change in the term.

Approval of this Contract Amendment #72-124-7 will allow the parties to execute Amendment No. 6 to Software and Services Agreement, dated January 1, 2019 (County Contract #72-124) with no change in the term (of successive 1-year period renewals, until terminated by either party with sixty (60) day notice) to allow the Contractor to provide additional ride hailing software application system access for transportation coordination, scheduling, and dispatch for Medi-Cal patients and other related services. CCHP is requesting a retroactive effective date due to delays caused by lack of real-time knowledge of expenditures.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, the County will lose access to these vital services, having a negative impact on holistic patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3685 **Agenda Date:** 8/25/2026 **Agenda #:** C.74.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #24-385-58 with Bay Area Community Services, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-385-58 with Bay Area Community Services, Inc., a non-profit corporation, in an amount not to exceed $1,656,188 to provide mental health outreach and supportive services for homeless and disabled adults with mental illness at the Don Brown Shelter in East Contra Costa County, for the period July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $1,656,188 and will be funded by 35% Mental Health Realignment, 49% Mental Health Block Grant and 16% Behavioral Health Services Act revenues.

BACKGROUND:
This Contract meets the social needs of County's population by providing ongoing operational funding for a mental health homeless shelter in East Contra Costa County. The County has been contracting with Bay Area Community Services, Inc., since June 2019 to provide mental health outreach and support services including peer and group counseling, advocacy, assistance with mental health, medical, dental and eye appointments, obtaining identification, social security, and linkage to other services as necessary for homeless and disabled adults with mental illness at the Don Brown Shelter in East Contra Costa County.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. This Contractor was approved by the Public Works Department's Purchasing Division on July 7, 2026.

On March 17, 2026, the Board of Supervisors approved Contract #24-385-57 with Bay Area Community Services, Inc., in an amount not to exceed $1,180,349 for the provision mental health outreach and supportive services at the Don Brown Shelter for homeless and disabled mentally ill adults in East Contra Costa County, for the period from November 1, 2025 through June 30, 2026.

Approval of Contract #24-385-58 will allow the Contractor to continue providing mental health outreach, and supportive services for homeless and disabled adults at the Don Brown Shelter in East Contra Costa County through June 30, 2027. This Contract was delayed due to extended negotiations between County and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, County's homeless adults with mental illness will experience reduced access to core survival and support services at the Don Brown Shelter in East Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3686 **Agenda Date:** 8/25/2026 **Agenda #:** C.75.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Agreement #29-814-9 with the City of Concord

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #29-814-9 with the City of Concord, to pay the County an amount not to exceed $1,491,842 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program, for the period July 1, 2026 through June 30, 2029.

FISCAL IMPACT:
Approval of this Grant Agreement will allow the County to receive funding in an amount not to exceed $1,491,842 over a 3-year period from the City of Concord. No County match is required.

BACKGROUND:
The CORE Program identifies and initiates contact with homeless individuals living on the streets, assesses their housing and service needs, and facilitates connections to shelter, benefits, behavioral health and primary healthcare services throughout Contra Costa County. CORE teams serve as an entry point to County's Coordinated Entry System for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families. Contractor has provided funding for the County's CORE program since August 2017.

On April 28, 2025, the Board of Supervisors approved Agreement #29-814-8 with City of Concord, to pay the County an amount not to exceed $1,277,706 to provide homeless outreach services for the CORE Program, for the period July 1, 2023 through June 30, 2026.

Approval of Grant Agreement #29-814-9 will allow the County to continue to receive funds to provide CORE homeless outreach services for the City of Concord through June 30, 2029. This Grant Agreement includes an indemnification provision requiring the County to defend, indemnify and hold harmless the Contractor for any claims arising out of the performance of this Grant Agreement. This Agreement was delayed due to the Community Response division not receiving necessary documents from the City of Concord in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Grant Agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3687 **Agenda Date:** 8/25/2026 **Agenda #:** C.76.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-684-1 Ibrahimi Medical, Inc. (dba Symphony Health)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-684-1 with Ibrahimi Medical, Inc. (dba Symphony Health), a corporation, in an amount not to exceed $800,000, to provide primary care physician (PCP) services for Contra Costa Health Plan (CCHP) members and County recipients for the period August 1, 2026 through July 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in expenditures of up to $800,000 over a two-year period and will be funded as budgeted 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain PCP 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 PCP and specialty medical services while fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since August 2024. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from solicitation requirements.

In November 2024, the Purchasing Services Manager approved and executed Contract #77-684 with Ibrahimi Medical, Inc. (dba Symphony Health), in an amount not to exceed $200,000, for the provision of PCP services for CCHP members and County recipients for the period August 1, 2024 through July 31, 2026.

Approval of Contract #77-684-1 will allow the Contractor to continue providing PCP services for CCHP members and County recipients through July 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain PCP services for CCHP members under the terms of their Individual

and Group Health Plan membership contract with the County will not be provided and such services may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3688 **Agenda Date:** 8/25/2026 **Agenda #:** C.77.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Approve New and Recredentialing Providers and Organizational Providers in Contra Costa Health Plan's Community Provider Network

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review Credentialing Committee and Medical Director and the Health Services Director on July 9, 28, and 29, 2026, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

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

BACKGROUND:
The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval be contained within each Contra Costa Health Plan (CCHP) provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable CCHP to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

Contra Costa Health Plan
Providers Approved by PRCC
July 9, 2026

CREDENTIALING PROVIDERS JULY 2026	
Name	**Specialty**
Arlint, Wendy, SLP	Speech Pathology
Banaag, Jhellies, BCBA	Qualified Autism Provider
Bartley, Cassandra, SLP	Speech Pathology
Carrillo, Shirley, NP	Mid-Level Urgent Care
Chatman, Jasmine, SLP	Speech Pathology
Collins, Jennifer, SLP	Speech Pathology
DePauw, Ryan, SLP	Speech Pathology
Di Panni, Adam, BCBA	Qualified Autism Provider
Fisher, Audrey, NP	Mid-Level Family Medicine
Fisseha, Seble, MD	Child and Adolescent Mental Health
Glowacki, Kimberlee, SLP	Speech Pathology
Jetty, Silpa, MD	Infectious Disease
Jimenez, Alyssa, SLP	Speech Pathology
Kirby, Kyla, SLP	Speech Pathology
Lemaitre, Anna, SLP	Speech Pathology
Lewis, Loretta, SLP	Speech Pathology
Mojaddidi, Mohammad, PA	Mid-Level Urgent Care
Moore, Briana, SLP	Speech Pathology
Mouton Mouton, Alenya, SLP	Speech Pathology
Narain, Punya, MD	Child and Adolescent Mental Health
Nunez, Sandra, LMFT	Behavioral Health
Perez, Daniel, BCBA	Qualified Autism Provider
Perrino, Sabrina, MD	Child and Adolescent Mental Health
Reissman, Mary, SLP	Speech Pathology
Remily, Amberlie, BCBA	Qualified Autism Provider
Su, Leslie, SLP	Speech Pathology
Zaman, Warda, DO	Nephrology

RECREDENTIALING PROVIDERS JULY 2026	
Name	**Specialty**

Alfafara, Pamela, MD	Psychiatry
Allen, Christopher, MD	Wound Care
Avise, Jennifer, MD	Surgery - Vascular/ Surgery - General
Ball, Sarah, NP	Mid-Level Family Planning
Blaine, Regina, LCSW	Behavioral Health
Chiu, Vivian, BCBA	Qualified Autism Provider
Foster, Benica, ACSW	Behavioral Health
Gendo, Karna, MD	Allergy & Immunology
Grover, Atul, MD	Substance Abuse Professional
Inloes, Allison, OT	Occupational Therapy
Javier, Elena, OT	Occupational Therapy
Jordan, Christopher, BCBA	Qualified Autism Provider
Khosrawi, Sweeta, LPCC	Behavioral Health
Kim, Ran, MD	Surgery - Colon and Rectal
Lestari, Irene, OT	Occupational Therapy
Lujan, Gabriel, DC	Chiropractor
Powers, Stephen, PA	Mid Level Orthopedic Surgery Assistant
Silva-Riordan, Nolli, MD	Surgery - Cardiothoracic
Superfin, Diana, MD	Hematology/Oncology
Talarico, Ross, DPM	Podiatry
Tevrizian, Allyson, MD	Allergy & Immunology
Tiano, Kathryn, PA	Mid-Level Family Planning
Tong, Wilson, MD	Hematology/Oncology
Torgersen, Naomi, MD	Wound Care
Travers, Danielle, BCBA	Qualified Autism Provider
Webster-Longin, Maria Luz, MD	Internal Medicine
Zora, Amy, BCBA	Qualified Autism Provider

RECREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2026

Name	Provide the Following Services	Location
24Hr HomeCare, LLC	Community Supports	El Segundo
Ardent Hospice Services, Inc.	Hospice - Outpatient	San Leandro
Aspen Surgery Center	Surgery Center	Walnut Creek

Crescent Healthcare	Home Infusion	Hayward
DaVita - Fairfield Downtown Dialysis	Dialysis	Fairfield
Doctors Preferred Home Health Inc.	Home Health	Concord
Fresenius Medical Care - Diablo Walnut Creek	Dialysis	Walnut Creek
MedicalOne Health	Home Health/ Hospice - Outpatient	Antioch
The Reutlinger Community	Skilled Nursing Facility	Danville
VyncaCare	Palliative Care	Eureka

Provider Approved by PRCC
July 28, 2026

RECREDENTIALING ORGANIZATIONAL PROVIDER JULY 2026		
Name	**Provide the Following Services**	**Location**
Creekside Healthcare Center	Skilled Nursing Facility	San Pablo

Providers Approved by Medical Director
July 29, 2026

CREDENTIALING PROVIDERS JULY 2026	
Name	**Specialty**
Akera, Yukako, OD	Optometry
Alden, Brittany, BCBA	Qualified Autism Provider
DeLeon-Luck, Jovie, NP	Mid-Level Cardiology
Embry, Erin, SLP	Speech Pathology
Finkelstein, Ann, MD	Family Medicine
Grundy, Carla, SLP	Speech Pathology

Herrera, Daniela, NP	Endocrinology
Ho, Bao, BCBA	Qualified Autism Provider
Jean, Mary, NP	Mid-Level Urgent Care
Kaisarieh, Angelina, MD	Family Medicine
Kerrigan, Kristen, SLP	Speech Pathology
Klausner, Jeffrey, MD	Urgent Care
LeDoux, Tatiana, SLP	Speech Pathology
Lesser, Randy, BCBA	Qualified Autism Provider
Lopez, Jacob, BCBA	Qualified Autism Provider
Lu, Brenda, CNM	MidWife/Mid-Level Obstetrics & Gynecology
Magovney, Chelsea, SLP	Speech Pathology
Mohr-Tonachini, Gaia, PA	Mid-Level Neurological Surgery Assistant
Parkin, Sean, PA	Mid-Level Urgent Care
Plazo, Chloe Renee, SLP	Speech Pathology
Ramirez, Nancy, BCBA	Qualified Autism Provider
Razon, Na'amah, MD	Family Planning
Rege, Tanvi, MD	Nephrology
Shanahan, Danielle, PA	Mid-Level Urgent Care
Smallwood, Tricia, NP	Mid-Level Family Medicine/ Mid-Level Infectious Disease/HIV/AIDS
Song, Philip, MD	Dermatology
Stack, Brittany, BCBA	Qualified Autism Provider
Tolani, Renuka, DO	Nephrology
Valles, Jacqueline, SLP	Speech Pathology
Vien, Tammy, DNP	Pediatrics

RECREDENTIALING PROVIDERS JULY 2026

Name	Specialty
Arnold, Monica, BCBA	Qualified Autism Provider
Jerdee, Valerie, MD	Allergy & Immunology

RECREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2026

Name	Provide the Following Services	Location
Fresenius Medical Care - Diablo Brentwood	Dialysis	Brentwood
GIMAG Home Health Care	Home Health	Livermore

Contra Costa Health Plan
Providers Approved by PRCC and Medical Director
July 9, 28 and 29, 2026

Home Now Healthcare Services	Home Health	American Canyon
Medic Shuttle, LLC	Non-emergency Transportation	Antioch
Richmond Post Acute Care	Skilled Nursing Facility	Richmond
Salida Surgery Center Dental Group	Surgery Center	Salida
The Rehabilitation Center of Oakland	Skilled Nursing Facility	Oakland

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3689 **Agenda Date:** 8/25/2026 **Agenda #:** C.78.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Letter of Participation with Cardinal Health 110, LLC and Cardinal Health 112, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Ratify the Purchasing Agent, or designee's July 30, 2026 execution, on behalf of the Health Services Director, of a Letter of Participation (LOP) with Cardinal Health 110, LLC and Cardinal Health 112, LLC effective the first day of the month following full execution, continuing for three years thereafter, and automatically extend to match the term of the Base Agreement to allow the West County Detention Facility to procure pharmaceuticals and related supplies.

FISCAL IMPACT:
Approval of this action will result in discounts on expenditures funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Cardinal is a wholesale distributor that supplies a wide range of products to businesses in various industries. The company sources goods in bulk and delivers them efficiently to organizations, streamlining supply chains. By leveraging large-scale purchasing, established logistics networks, and a contract with Vizient®, Cardinal provides the Contra Costa Pharmacy Department with competitive pricing, reliable inventory, and consistent service. As a wholesaler, Cardinal helps clients simplify procurement and maintain steady operations.

Cardinal has served as the primary wholesaler for CCRMC and Detention Facilities Pharmacy for several decades. Each pharmacy orders medications and receives them at designated Ship to Bill to addresses. These medications are then distributed for patient care across the hospital, ambulatory care/health centers, and detention facilities, including the Martinez Detention Facility, Marsh Creek, and Juvenile Hall. The West County Detention Facility will open in September 2026.

The Cardinal Health 110, LLC and Cardinal Health 112, LLC LOP specifies that neither is liable to the other for incidental, consequential or special damages. To the extent allowed by applicable law, if Member fails to comply with the terms, including by providing false or inaccurate information, Distributor may seek reimbursement from Member for reasonable, documented, out-of-pocket costs. These costs include those related to additional audits, site visits, enhanced CSMP oversight, or other activities in connection to Distributor's review of the Member.

On August 5, 2025 the Board of Supervisors approved item C.57 to execute purchase order #033285 with Cardinal Health Pharmacy Services, LLC in the amount of $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, 2025 through August 31, 2026.

Cardinal Health 110, LLC and Cardinal Health 112, LLC is a member of the Vizient Group Purchasing Organization (GPO), which allows CCRMC and Detention Facilities Pharmacy to leverage pricing discounts and deliver high-quality, cost-effective healthcare solutions.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the new pharmacy at the West County Detention Facility will not have access to pharmaceuticals and related supplies.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3646 **Agenda Date:** 8/25/2026 **Agenda #:** C.79.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: Add one District Attorney Senior Inspector position

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26638 to add one (1) District Attorney Senior Inspector (6KVA) (represented) at salary plan XJX and grade 1970 ($11,016.28 - $15,250.13) in the District Attorney's Office.

FISCAL IMPACT:
This request is to leverage the grant funding currently being used for the temporary DA Sr. Inspector position to fund a regular DA Sr. Inspector position, with a net increase in cost of approximately $84,000 per year for the benefit cost of the regular position. The estimated annual cost of salaries and benefits for 1.0 FTE DA Sr. Inspector position is approximately $223,540 but will be 100% offset by increased state grant revenue from the California Department of Insurance (CDI) Workers' Compensation Insurance Fraud Program. There is no net county cost impact.

BACKGROUND:
The District Attorney's Office has been awarded the Workers' Compensation Insurance Fraud Program from the California Department of Insurance consistently for over 10 years. This is a stable source of funding that the Department anticipates continuing to receive long-term. Only a District Attorney's Office can perform the insurance fraud investigation and prosecution work with the funding from CDI. The Department has used this grant for several years to fund a temporary District Attorney Senior Inspector position. However, a dedicated full-time DA Senior Inspector would be more appropriate to fulfill the purposes and ongoing needs of the program. This specific work assignment has a high learning curve, and there are many complex investigations requiring retention of organizational memory. Therefore, the Department would like to request to leverage the grant funding currently being used for the temporary DA Sr. Inspector position to instead fund a regular position to continue to provide dedicated support to the Workers' Compensation Insurance Fraud Program.

In July 2026, the California Department of Insurance (CDI) increased the annual grant funding for the Workers' Compensation Insurance Fraud Program, allocating approximately $1,476,000 to the District Attorney's Office for the fiscal year 2026-2027. The increased benefit cost for the use of grant funding from the temporary Sr. Inspector position to a regular position is $84,602 and will be entirely offset by the increased state grant revenue allocation in FY26-27.

The Department is committed to fully funding the position with this dedicated state revenue. If external funding discontinues in future years, the Department will re-evaluate and, if necessary, eliminate the position, as the

General Fund is not expected to absorb future costs.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the District Attorney's Office will be unable to provide the dedicated staff to support the investigation and prosecution of workers' compensation fraud cases and will need to return unused grant funding to the California Department of Insurance.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C.

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA42 District Attorney
Dept No(s). 0242 Org No(s). 2820
Action Type: Add Position(s)
Net FTE Change: 1.00
Proposed Effective Date: 09/01/2026

Action Requested:

ADOPT Position Adjustment Resolution No. 26638 to add one (1) District Attorney Senior Inspector (6KVA) (represented) at salary plan and grade XJX 1970 ($11,016 - $15,250) in the District Attorney's Office.

Use an additional sheet for further explanation or comments.

Fiscal Impact:
Cost is within Department's Budget: ☑ Yes ☐ No
Total One-Time Cost:
Total Annual Cost: $ 84,602.00
Total this FY: $ 70,000.00
Net County Cost: $ 0.00
NCC this FY: $ 0.00
Source of Funding: 100% State Grants- CDI Worker's Comp Insurance Fraud Program

Diana Becton — (for) Department Head
07/30/2026 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26638

Comments:
Released to HR for further study/review

Elizabeth Farrell — (for) County Administrator
08/04/2026 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

Add one (1) District Attorney Senior Inspector (6KVA) (represented) at salary plan XJX and grade 1970 ($11,016.28 - $15,250.13) in the District Attorney's Office.

(for) Director of Human Resources: Lashun Fuller
Date: 08/06/2026

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☑ Yes ☐ No ☐ N/A
If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☑ Yes ☐ No

Effective: ☑ Day following Board Approval
☐ Date: _____

Enid Mendoza — (for) County Administrator
08/18/2026 — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

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

By: _____
Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3647 **Agenda Date:** 8/25/2026 **Agenda #:** C.80.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Add one Probation Director position in the Probation Department

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Position Adjustment Resolution No. 26640 to add one (1) Probation Director (7BFA) (unrepresented) position at salary plan and grade B25 1972 ($13,039 - $16,641) effective September 1, 2026 in the Probation Department.

FISCAL IMPACT:

The purpose of the request is to add a Probation Director position due to the upcoming retirement of the current incumbent to preserve and transfer institutional knowledge within the position. Though the request is to add the position beginning September 1, 2026, this is only to allow the recruitment process to begin. The one-time fiscal impact of the requested positions overlap may result in a total salary and benefit cost increase impact of up to $119,202. The Department anticipates an approximate four-month overlap and it will take at least a couple of months for the position to be filled. A future action will be submitted to cancel the current Probation Director's position once a final retirement date is known, which is anticipated for early 2027. It is not the intention of the Department to permanently increase positional authority in the Probation Director classification, as both actions will ultimately result in a neutral position change. The cost impact will be offset by salary and benefit cost savings from the Department's existing vacancies, which are funded by the Department's budgeted General Fund allocation.

BACKGROUND:

The mission of the Probation Department is an unwavering commitment to justice, even in the face of adversity, an ethical application of the law, and a proven approach to rehabilitation. The Probation Department employees are a talented team of professionals who work collaboratively to create opportunities for those served. Through compassionate trauma informed supervision, the application of evidenced based practices, and robust community partnerships, clients experience positive outcomes that strengthen the individual, improve communities, and increase public safety within the county and beyond. To maintain mandated functions, keep up with the increasing number of legislative changes, and comply with funding obligations, the Probation Department must maintain necessary staffing levels and institutional knowledge.

Currently the Department has five sworn Probation Directors, with one planned retirement for early 2027.

These positions, including the one known retirement, are key executives within the Department and currently filled by incumbents with decades of institutional knowledge.

The operation of the County's Juvenile Hall is among the Probation Department's highest-risk and most highly regulated functions, requiring executive leadership with specialized knowledge of juvenile detention operations, statutory requirements, and the California Board of State and Community Corrections (BSCC) Title 15 Minimum Standards for Juvenile Facilities. The Probation Director is ultimately responsible for ensuring the facility operates in compliance with state regulations governing the safety, security, care, supervision, programming, and treatment of youth in custody, while also overseeing compliance with inspection requirements, corrective action plans, policy implementation, staff training, emergency preparedness, and interagency coordination. Given the significant legal, operational, and financial liability associated with the administration of a secure juvenile detention facility, continuity of experienced executive leadership is essential to minimizing organizational risk and maintaining public confidence.

To ensure a seamless transition of leadership, the Department is requesting an overlap period between the outgoing Probation Director and the newly appointed/hired Director. This transition period will provide a structured opportunity to transfer critical institutional knowledge that cannot be fully documented through policies and procedures alone. Such knowledge includes the history of BSCC inspections and compliance efforts, regulatory expectations, operational practices, strategic initiatives, labor and personnel matters, budget administration, emergency response protocols, litigation and risk management issues, contractual obligations, and long-standing collaborative relationships with the courts, Behavioral Health, the County Office of Education, law enforcement agencies, community-based organizations, and state oversight entities to name a few. Preserving this institutional knowledge is essential to maintaining continuity of operations and ensuring that the incoming Director is fully prepared to assume responsibility for one of the Department’s most complex and highly scrutinized public safety functions.

Further, the proposed overlap is a key component of the Department's succession planning strategy and reflects a proactive approach to leadership continuity. Executive transitions within public safety agencies, particularly those responsible for secure juvenile detention operations, present a heightened risk of operational disruption if not managed through deliberate knowledge transfer and mentoring. Providing the incoming Director with the opportunity to work alongside the outgoing Director will reduce the potential for regulatory deficiencies, operational delays, or unintended lapses in compliance that could expose the Department and County to increased legal liability, financial penalties, adverse inspection findings, or litigation. This investment in succession planning will strengthen organizational stability, preserve decades of institutional expertise, and support the Department's continued ability to provide safe, secure, legally compliant, and rehabilitative services for youth in custody.

Even if the Department elects to appoint an existing Probation Director or promote internally, to oversee Juvenile Hall operations, the need for a structured transition period remains. While an internal candidate may possess valuable departmental knowledge, the specialized responsibilities associated with administering a secure juvenile detention facility require a comprehensive understanding of BSCC Title 15 regulatory compliance, inspection history, corrective action processes, facility-specific operations, risk management, interagency coordination, and other operational nuances that are developed through direct experience. An overlap period with the outgoing Director provides the opportunity to transfer this specialized institutional knowledge, reducing the likelihood of operational disruptions or compliance gaps during the transition.

Additionally, the reassignment of an incumbent to the Probation Director role would create a vacancy within

the individual's current assignment that would require recruitment, selection, and training of a successor. As a result, the Department would experience a cascading transition in which institutional knowledge must be transferred at multiple organizational levels. Providing an overlap period at the executive level supports continuity throughout the Department, allows for orderly succession planning, and minimizes the operational impacts associated with multiple concurrent leadership transitions. This approach ensures the Department remains well-positioned to meet its public safety mission while maintaining uninterrupted compliance with statutory and regulatory obligations.

As noted above, the fiscal impact associated with the temporary overlap of the Probation Director positions can be fully absorbed within the Department's existing operating budget and does not require additional County General Fund appropriations. The limited, short-term increase in personnel costs represents a prudent investment in organizational continuity and risk mitigation, providing significant value by protecting the Department and County from the substantially greater costs that could result from leadership gaps, operational disruption, regulatory noncompliance, or avoidable liability during this critical executive transition.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the loss of a Probation Director without an appropriate transfer may result in the loss of critical institutional knowledge necessary for the effective administration of the County's Juvenile Hall. Without a structured leadership transition, the Department faces an increased risk of operational disruption, diminished continuity of executive oversight, and reduced capacity to effectively navigate the complex regulatory requirements established by the California Board of State and Community Corrections (BSCC) Title 15 Minimum Standards for Juvenile Facilities. Given the significant legal, operational, and fiscal liability associated with the management of a secure juvenile detention facility, the absence of an intentional succession planning process may increase the County's exposure to regulatory deficiencies, adverse inspection findings, corrective actions, litigation, and other avoidable risks. The Department would forgo the opportunity to preserve decades of institutional knowledge and executive experience, potentially impacting the Department's ability to maintain uninterrupted operations, sustain collaborative partnerships, and ensure the continued delivery of safe, secure, and legally compliant services for youth in custody.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C.

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA30 Probation ☑ Dept No(s). 0309 Org No(s). 3120

Action Type: Add Position(s) ☑ Net FTE Change: 0.00 Proposed Effective Date: 09/01/2026

Action Requested:

ADOPT Position Adjustment Resolution No. 26640 to add one Probation Director position (unrepresented) (7BFA) in the Probation Department.

Use an additional sheet for further explanation or comments.

Fiscal Impact:

Cost is within Department's Budget: ☑ Yes ☐ No

Total Annual Cost: $ 119,202.00

Total this FY: $ 119,202.00

Net County Cost: $ 119,202.00

NCC this FY: $ 119,202.00

Source of Funding: General Fund

Total One-Time Cost:

Kevin Schrupp — (for) Department Head — 08/07/2026 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26640

Comments:

Released to HR for further study/review

Elizabeth Farrell — (for) County Administrator — 08/10/2026 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

ADOPT Position Adjustment Resolution No. 26640 to add one Probation Director position (unrepresented) in the Probation Department.

(for) Director of Human Resources: Chris Miller Date: 8/11/2026

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☑ Yes ☐ No ☐ N/A

If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☑ Yes ☐ No

Effective: ☐ Day following Board Approval
☑ Date: 09/01/2026

(for) County Administrator — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

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

By: _____

Date: _____

PAR Form – 01/2025 rev.

File #: 26-3648 **Agenda Date:** 8/25/2026 **Agenda #:** C.81.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: INTRODUCE Ordinance No. 2026-13 amending the County Ordinance Code to retitle the merit system exempt classification of Deputy Executive Director, Contra Costa Health Plan-Exempt to the new title of Health Plan Division Director-Exempt, WAIVE READING and FIX September 8, 2026, for adoption.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
INTRODUCE Ordinance No. 2026-13 amending the County Ordinance Code to retitle the merit system exempt classification of Deputy Executive Director, Contra Costa Health Plan-Exempt to the new title of Health Plan Division Director-Exempt, WAIVE READING and FIX September 8, 2026, for adoption.

FISCAL IMPACT:
There is no impact.

BACKGROUND:

The Contra Costa Health department requests the retitle of the existing Deputy Executive Director, Contra Costa County Health Plan - Exempt (VCD2) classification to Health Plan Division Director - Exempt. The department's intent is to modernize the classification so it can support evolving Health Plan operational responsibilities within a managed care environment.

The current classification was established in 1997 as a single-position class with duties tied to a specific organizational structure and operational model. As managed care programs, regulatory requirements, and Health Plan operations have evolved dramatically over the past decades, the classification has become increasingly narrow and does not fully reflect the range of responsibilities required to support modern health plan administration.

The Contra Costa Health Plan (CCHP) proposes revising the existing classification to introduce a Health Plan Division Director - Exempt classification. The revised classification would retain its focus on managed care and health plan administration while providing flexibility to align duties and responsibilities with changing operational and regulatory needs. The proposed change is intended to modernize existing classification and ensure it remains relevant as Health Plan operations continue to evolve.

CONSEQUENCE OF NEGATIVE ACTION:
If this proposal is declined, the health plan will experience continued and significant challenges in attracting the talent to serve in these high-level and heavily regulated directorship assignments.

ORDINANCE NO. 2026-13

(Retitle the Classification of Deputy Executive Director, Contra Costa Health Plan-Exempt to the new title of Health Plan Division Director-Exempt)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: Section 33-5.313 of the County Ordinance Code is amended to retitle the merit system exempt classification of Deputy Executive Director, Contra Costa Health Plan-Exempt to the new title of Health Plan Division Director-Exempt, and to read as follows:

33-5.313 - Health-medical.

(a) Classifications appointed by the Board of Supervisors
- (1) The director of health services is excluded and is appointed by the board.
- (2) The county health officer (Health and Safety Code Section 101000) is excluded and is appointed by the board.
- (3) The county physician (Health and Safety Code Section 1441) is excluded and is appointed by the board.
- (4) The county (local) director of mental health services (Welfare and Institutions Code Section 5607, 9 Cal. Code of Regulations Sections 620 et seq.) is excluded and is appointed by the board.

(b) General Executive and Administrative classifications
- (1) The assistant to the health services director-exempt is excluded and is appointed by the director of health services.
- (2) The assistant directors of health services are excluded and are appointed by the director of health services.
- (3) The health services administrative officer is excluded and is appointed by the director of health services.
- (4) The health services personnel and payroll manager-exempt is excluded and is appointed by the director of health services.
- (5) The chief operations officer-exempt is excluded and is appointed by the director of health services.
- (6) The emergency medical services director-exempt is excluded and is appointed by the director of health services.
- (7) The medical directors are excluded and are appointed by the director of health services.
- (8) The chief deputy public administrator-exempt is excluded and is appointed by the director of health services.

(9) The county compliance and HIPAA privacy officer-exempt is excluded and is appointed by the director of health services.
(10) The chief of plant operations-exempt is excluded and is appointed by the director of health services.
(11) The deputy director of health services-exempt is excluded and is appointed by the director of health services.
(12) The health services chief financial officer-exempt is excluded and is appointed by the director of health services.
(13) The chief operating officer-exempt is excluded and is appointed by the director of health services.

(c) County Hospital and Clinics classifications
(1) The Contra Costa Regional Medical Center chief executive officer-exempt is excluded and is appointed by the director of health services.
(2) The chief medical officer-exempt is excluded and is appointed by the director of health services.
(3) The residency director-exempt is excluded and is appointed by the director of health services.
(4) The associate medical director-exempt is excluded and is appointed by the director of health services.
(5) The chief quality officer-exempt is excluded and is appointed by the director of health services.
(6) The director of patient financial services is excluded and is appointed by the director of health services.
(7) The chief nursing officer-exempt is excluded and is appointed by the director of health services.
(8) Physicians and dentists serving the county (except those in the classifications of assistant health officer, and chief of community health services) are excluded and are appointed by the director of health services.

(d) Contra Costa Health Plan (CCHP) classifications
(1) The chief executive officer, Contra Costa Health Plan-exempt is excluded and is appointed by the director of health services.
(2) The health plan division director-exempt is excluded and is appointed by the director of health services.
(3) The director of marketing, member services, and public relations-Contra Costa Health Plan is excluded and is appointed by the director of health services.
(4) The health plan services assistant-exempt is excluded and is appointed by the director of health services.

(e) Information Technology classifications
(1) The health services information technology director-exempt is excluded and is appointed by the director of health services.

(2) The assistant health services information technology director-project management-exempt is excluded and is appointed by the director of health services.
(3) The assistant health services information technology director-application development-exempt is excluded and is appointed by the director of health services.
(4) The assistant health services information technology director-customer support-exempt is excluded and is appointed by the director of health services.
(5) The assistant health services information technology director-infrastructure-exempt is excluded and is appointed by the director of health services.
(6) The assistant health services information technology director-information security-exempt is excluded and is appointed by the director of health services.

(f) Environmental & Mental Health classifications
(1) The mental health education liaison-exempt is excluded and is appointed by the director of health services.
(2) The director of environmental health services is excluded and is appointed by the director of health services.
(3) The director of hazardous materials programs-exempt is excluded and is appointed by the director of health services.
(4) The executive assistant to the hazardous materials commission-exempt is excluded and is appointed by the director of health services.

(Ord. Nos. 2026-13 §1, 9-8-2026; 2026-12 §1, 06-23-2026; 2025-08 §1, 04-1-2025; 2022-26 § 1, 07-26-2022; 2021-15 § 1, 04-27-21; 2019-18 § 1, 06-11-19; 2018-09 § 1, 03-20-18; 2018-02 § 1, 01-09-18; 2017-06 § 1, 6-6-17; 2016-20 § I, 11-8-16; 2016-09 § I, 4-12-16; 2013-04 § I, 3-19-13; 2011-14 § 1, 8-9-11; 2011-06 § 1, 3-22-11; 2010-13 § 1, 9-28-10; 2009-16 § 1, 8-25-09; 2009-09 § 1, 4-28-09; 2008-11 § I, 9-16-08; Ords. 2007-37 § 1; 2005-28 § 1; 2004-11 § 1; 2003-32 § 1; 99-23; 98-11 § 1; 98-5 § 1; 97-25 § 1; 97-13 § 1; 96-31 § 1; 93-3 § 1; 92-2 § 1; 90-124 § 1; 90-55; 86-97; 86-32; 85-50 § 2; 83-9; 1-70 § 2; 81-32 § I[5]; 80-69 § 1; 80-34 § 1; 80-6; 79-29; 79-9 § 3: § 32-2.602 (7, 13, 16): prior code § 2413 (g, n, r): Ords. 69-81, 2030, 471: Bd. Sups. Resol. # 79/201)

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

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

By:_____ _____
Deputy Board Chair

[SEAL]

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3649 **Agenda Date:** 8/25/2026 **Agenda #:** C.82.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with Dell Technologies

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Dell Technologies in an amount not to exceed $22,000 subject to Dell's terms of sale and NASPO Agreement 23026, for the purchase of Dell equipment and hardware to support the Agriculture/Weights & Measures Department computer refresh initiative.

FISCAL IMPACT:

The cost of this product is included in the department's FY 26-27 budget (100% User Departments).

BACKGROUND:

The Department of Information Technology is assisting the Agriculture/Weights and Measures Department (AWM) with setting up the purchase of new computer devices. A regular computer refresh is essential to ensure employees have reliable, secure, and efficient technology to perform their work. Upgrading equipment improves performance, reduces downtime, and helps maintain compatibility with modern applications and systems.

In addition, refreshing devices allows us to replace end-of-life equipment. Newer hardware typically requires less maintenance and support, which helps reduce long-term costs while improving the overall user experience and increasing productivity.

NASPO Agreement 23026 includes a limitation of liability capping Dell's liability to two times the amount paid by County for the products or services given rise to the claim in the 12 months preceding the event.

Dell's terms of sale include a mutual indemnity clause from the County to Dell and vice versa. The terms also include a limitation of liability limiting Dell's liability to amount paid by County to Dell in the 12 months prior to the claim.

This purchase is being made under sole source justification for continuity of service. The sole source was approved by Purchasing on June 16, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

This support is a critical component of ongoing operations, and without it, AWM may be unable to effectively resolve technical issues as they arise. As a result, system performance, reliability, and user productivity could be negatively affected, potentially leading to increased downtime and disruptions to County services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3650 **Agenda Date:** 8/25/2026 **Agenda #:** C.83.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with Sirius Computer Solutions, LLC (a CDW Company)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Sirius Computer Solutions, LLC (a CDW Company), an IBM reseller, in an amount not to exceed $21,000 for the purchase of IBM Virtualization Engine Service hardware maintenance and extended support, subject to Sirius's terms and conditions, for the period of October 11, 2026, through October 10, 2027.

FISCAL IMPACT:

The cost of this product is included in the department's FY 26-27 budget (100% User Departments).

BACKGROUND:

The Department of Information Technology's (DoIT's) Technical Services Operations division maintains the County's IBM mainframe computer system, to ensure the reliability, availability, and performance of the mainframe infrastructure which are critical to the county's business operations. Sirius was initially selected via a request for proposal to handle installation of the County's mainframe computer system, which makes them uniquely qualified to continue providing 24x7x365 hardware maintenance and support. Sirius has a long history of providing IT solutions and services, including mainframe maintenance, and provides a customized solution tailored to the specific requirements of the County. The Virtualization Engine Service is needed to maintain continuity of the mainframe.

Sirius's terms and conditions contain a limitation of Sirius's liability to the total compensation paid or payable to Sirius from the county under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase is not approved, DoIT may face challenges in maintaining the County's mainframe computer system, which supports critical business operations.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3651 **Agenda Date:** 8/25/2026 **Agenda #:** C.84.

To: Board of Directors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with Wordly, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent or designee, on behalf of the Chief Information Officer, to execute a Purchase Order with Wordly, Inc. in an amount not to exceed $55,000, subject to Wordly's terms of service, for AI-powered translation and interpretation services for use at Board of Supervisors meetings for the period of September 2, 2026, through September 1, 2027.

FISCAL IMPACT:

The cost of this product is included in the department's FY 26-27 budget (100% User Departments).

BACKGROUND:

The Department of Information Technology (DoIT) is assisting the Board of Supervisors with the renewal of Wordly small software subscription. Wordly is an existing solution currently utilized by the County to provide secure, real-time interpretation and translation services for public-facing events, including Board of Supervisors' meetings.

Wordly provides remote, simultaneous translation across dozens of languages without the need for human interpreters, making it significantly faster, more scalable, and more cost-effective than traditional solutions. The platform supports in person, virtual, hybrid, and webinar formats, enabling attendees to listen or read captions on their own devices in their preferred language. Organizers also could display translated content on monitors or screens within the meeting space.

Key features of Wordly include:

- Simultaneous real-time translation
- Optimization for public and high-visibility events
- Two-way multilingual communication
- Secure, scalable deployment architecture

- Accessibility and language equity compliance.

These capabilities are essential to meeting County language access requirements and ensuring equitable participation in public engagement activities. Wordly remains the only platform that provides this combination of security, accuracy, compliance readiness, and operational flexibility necessary for the County's public-facing needs.

Wordly's terms of service include a limitation of liability clause that requires the County to hold the company harmless from indirect, incidental, consequential, or punitive damages. If liability is found, it is limited to the amount paid for the products or services.

The purchase was procured through a sole source approved by Purchasing on June 16, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County, as a public entity, may encounter difficulties to continue providing language-access expectations for Board meetings and other public-facing events, potentially affecting participation and accessibility for residents whose primary language is not English.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3652 **Agenda Date:** 8/25/2026 **Agenda #:** C.85.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with ePlus Technology, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with ePlus Technology, Inc., a third-party reseller, for the purchase of Rubrik software and support used in the storage of backup data for recovery purposes, subject to Rubrik, Inc.'s end user license agreement, in an amount not to exceed $420,000 for the period of September 1, 2026, through August 31, 2027.

FISCAL IMPACT:

The cost of this product is included in the department's FY 26-27 budget (100% User Departments).

BACKGROUND:

The Department of Information Technology, Technology and Management Division, seeks to renew Rubrik's licensing and support services to enhance the performance, reliability, and cost-effectiveness of backup storage appliances related to the County's enterprise backup and data-management infrastructure for several IT departments within the County.

Rubrik is a cyber-resilient, data-secure platform that enables the County to quickly recover from ransomware, accidental deletion, hardware failures, and other disruptions. The Rubrik hardware continues to provide strong ransomware protection, rapid recovery, support for security compliance requirements, and simplified management.

This renewal will enable the County to continue to maintain a true enterprise-level platform that supports numerous County departments at a significantly lower cost than replacing existing server hardware on a like-for-like basis. These benefits include increased stability and reliability, strengthened data protection with replication to reduce the risk of data loss, and standardized server deployment, patching, and maintenance practices. Additionally, this renewal will reduce the labor required to provision server and storage resources.

The purchase will be made through a NASPO cooperative purchasing agreement which was approved by the Board of Supervisors on May 13, 2025. This procurement vehicle allows the County to leverage competitively bid state cooperative contracts while ensuring compliance with public contracting requirements.

Rubrik Inc.'s end user license agreement includes an indemnification provision from the County to Rubrik for damages related to any claim related to the negligence or willful misconduct of the County, as well as a limitation of liability that capping liability at the amount of fees paid in the 12 months prior to the claim arising.

CONSEQUENCE OF NEGATIVE ACTION:

If this is not renewed, the County could be at risk of not meeting standards for performance, reliability, and cost effectiveness.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3624 **Agenda Date:** 8/25/2026 **Agenda #:** C.86.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Contract Amendment with RDA Consulting

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute amendment with RDA Consulting, to extend the term from June 30, 2026, to September 30, 2026, with no change to the payment limit of $551,420, to continue providing support for the 2026 Juvenile Probation Report.

FISCAL IMPACT:
This request has no additional fiscal impact, as it is only to extend the term of the contract for an additional three (3) months. This contract is funded by an approximate combination of 67% General Fund ($367,075) and 33% Juvenile Justice Crime Prevention Act (JJCPA) ($184,345) funds.

BACKGROUND:
RDA Consulting (RDA) is a mission-driven, employee-owned, majority women-managed social purpose corporation that provides a full range of services, including strategic planning, assessment, applied research, program evaluation, implementation support, organizational development, and data system development.

Over the course of its partnership with the Department, RDA has developed extensive knowledge of Probation operations, expanding its support from juvenile-focused functional areas to other areas across the Department. While the existing contract encompasses multiple technical assistance and support functions, this no-cost contract extension is requested solely to allow RDA to complete the 2026 Juvenile Probation Report.

The 2026 Juvenile Probation Report is a mandated report that is produced once every five years. Significant changes in the juvenile justice landscape over the past five years have required additional research, analysis, and stakeholder engagement, resulting in a longer completion timeline than originally anticipated. The requested no-cost extension will provide sufficient time to finalize and deliver the report without increasing the contract amount.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the Probation Department will not have the necessary support to successfully complete the report.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3625 **Agenda Date:** 8/25/2026 **Agenda #:** C.87.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Contract Amendment with Bay Area Legal Aid

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract amendment with Bay Area Legal Aid, to increase the payment limit by $182,945 to a new payment limit of $930,708 and to extend the contract term six months, through December 31, 2026, to continue providing permanency, public benefits, and educational advocacy services, among other related legal services, to low-income and high-risk youth throughout Contra Costa County.

FISCAL IMPACT:
This contract amendment is 100% funded by the Juvenile Justice Crime Prevention Act (JJCPA) funds.

BACKGROUND:
The proposed contract amendment extends the County's partnership with Bay Area Legal Aid to continue providing civil legal advocacy services to eligible youth in Contra Costa County.

Bay Area Legal Aid has provided free, holistic legal services throughout the Bay Area since the 1960s. Its Youth Justice team is a unique practice area that, rather than focusing on a specific problem area, provides legal and social work services across a variety of areas to holistically support the needs of young people.

Bay Area Legal Aid will provide free civil legal advocacy services to low-income eligible youth, ages 13-26 years old in Contra Costa County, who are at high risk for entering the delinquency system. Specifically, services will be provided to youth in need of legal permanency options and educational advocacy in the areas of special education and school discipline. Other types of legal services will include public benefits, domestic violence and family law, and healthcare access.

CONSEQUENCE OF NEGATIVE ACTION:
Without this contract, legal services will not be available to at promise youth.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3626 **Agenda Date:** 8/25/2026 **Agenda #:** C.88.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Purchase Order with Abel Screening, Inc.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, to execute, a Purchase Order with Abel Screening, Inc., in an amount not to exceed $9,000, for a behavioral risk screening tool designed for youth-serving organizations, for the period of September 1, 2026, through August 31, 2029.

FISCAL IMPACT:
This purchase order will be 100% funded by the General Fund.

BACKGROUND:
Probation would like to utilize the "Diana Screen", through Abel Screening, Inc., as an additional background check for volunteers and contractors seeking recurring access to Juvenile Hall. The Diana Screen is a behavioral risk assessment tool designed for youth-serving organizations to identify potential boundary concerns and other elevated risk indicators. It would serve as an additional layer of due diligence beyond existing requirements, including criminal history review, fingerprint clearance, reference checks, and Prison Rape Elimination Act (PREA) training.

This agreement includes modified indemnification, limitation of liability, and warranty language with Able Screening Inc.

CONSEQUENCE OF NEGATIVE ACTION:
The Probation Department would not be able to identify any additional potential boundary concerns and other elevated risk indicators among volunteers and contractors who have recurring access to Juvenile Hall.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3627 **Agenda Date:** 8/25/2026 **Agenda #:** C.89.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Memorandum of Understanding between the Office of the Public Defender and National Legal Aid and Defender Association

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Defender, or designee, to execute a Memorandum of Understanding (MOU) with National Legal Aid and Defender Association (NLADA) to host one (1) AmeriCorps VISTA member, with a cost share not to exceed $8,000, to provide performance measurement and data analysis services for the period June 1, 2026 through May 31, 2027.

FISCAL IMPACT:
The total Payment to NLADA is not to exceed $8,000 and this is 100% budgeted by the General Fund.

BACKGROUND:
The National Legal Aid and Defender Association (NLADA) is the administrator of a grant from the Corporation for National & Community Service. This grant allows NLADA to assign one (1) AmeriCorps VISTA member to the Contra Costa Office of the Public Defender (CCPD). The AmeriCorps VISTA member will be recruited and selected by CCPD, and will support the Department's work on the Racial Justice Act cases. Responsibilities will include conducting data analysis, performing literature reviews, identifying relevant research and contextual information to strengthen case preparation, and assisting attorneys in evaluating potential patterns of racial and ethnic disparities.

The Department is requesting a retroactive effective date to the contract, due to internal administrative delays on processes required to verify and finalize the agreement language. These steps were necessary to ensure the terms included in the contract were accurate.

CONSEQUENCE OF NEGATIVE ACTION:
If this MOU is not approved, the CCPD would not be eligible to receive the services of the AmeriCorps VISTA member.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3628 **Agenda Date:** 8/25/2026 **Agenda #:** C.90.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum with Liquidity Services Operations, LLC., dba GovDeals

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a Participating Addendum with Liquidity Services Operations, LLC., dba GovDeals, in an amount not to exceed $900,000, for auction services with related solutions, for use by multiple divisions of the Public Works Department, during the period of August 25, 2026 through January 27, 2029, under the terms of a cooperative purchasing contract awarded by Sourcewell, a State of Minnesota public agency, Countywide.

FISCAL IMPACT:
Product costs paid by the Fleet Internal Service Fund (100% Fleet Internal Service Fund)

BACKGROUND:
Sourcewell is a State of Minnesota public agency that negotiates cooperative purchasing contracts after completing a competitive solicitation. Contract terms are made available to public agencies participating in the Sourcewell cooperative purchasing program. Contra Costa Purchasing Services requests participating addendum approval for the purchase of auction services with related solutions offered through Liquidity Services Operations, LLC., dba GovDeals. The County's participating addendum incorporates the terms of a cooperative services contract awarded by Sourcewell, to Liquidity Services Operations, LLC., dba GovDeals (Sourcewell Contract No. 111424-GDI). Participating addendum approval allows the County to obtain guaranteed pricing available through Sourcewell. Purchases support the Public Works Department with auction services with related solutions, providing critical services for discounted prices. This allows the Department to recycle surplus assets into revenue and usable resources, reduce waste, support community needs, operating more efficiently, and maintain transparency and compliance with public procurement and environmental regulations under more favorable terms than without the Sourcewell cooperative purchasing contract.

CONSEQUENCE OF NEGATIVE ACTION:
Without a participating addendum under the Sourcewell cooperative purchasing contract to implement auction services, lost revenue, inefficient asset use, compliance risk, reduced transparency, environmental harm, and reputational damage could result. California agencies leveraging auctions, especially through a state-supported platform can help maximize value, ensure compliance, and maintain public trust in our asset management.

PARTICIPATING ADDENDUM
for Auction Services with Related Solutions
under SOURCEWELL Cooperative Purchasing Program

Participating Entity:
CONTRA COSTA COUNTY
Sourcewell Acct. No.: 18815

Contractor: **Liquidity Services Operations LLC dba GovDeals**

This Agreement is made and entered into as of August 25, 2026 ("Effective Date"), by and between Contra Costa County (hereinafter referred to as "County"), a political subdivision of the State of California, and Liquidity Services Operations LLC dba GovDeals, a Delaware Limited Liability Company, (hereinafter referred to as "Contractor") whose principal place of business registered with the California Secretary of State is 6931 Arlington Rd, Suite 460, Bethesda, MD 20814. County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, Contractor offers Auction Services with Related Solutions through Master Agreement #111424-GDI ("Master Agreement"), awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally. The Master Agreement is attached hereto and incorporated herein as Exhibit A.

Whereas, County has determined that entering into a Participating Addendum under the Sourcewell program provides a benefit to County, but that certain terms and conditions of the Master Agreement must be modified and/or supplemented to meet legal requirements that apply to County.

Now therefore, Contractor and County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on January 27, 2029, unless it is sooner terminated. County and Contractor may agree to amend this Agreement to extend its term, provided that the Master Agreement remains in effect as of the date the term of this Agreement is extended. Any extension of the term of this Agreement is subject to the prior approval of the Contra Costa County Board of Supervisors, the County's governing body. If the Master Agreement is terminated prior to the expiration of the term of this Agreement, or any extension thereof, this Agreement shall also terminate.

2. Payment Limit. County's total payments to Contractor under this Agreement shall not exceed $900,000 ("Payment Limit"). Nothing in this Agreement obligates County to make any purchases, or any particular volume of purchases, under this Agreement.

3. No Public Work/No Public Project. Contractor shall not perform, and County will not request, any work under this Agreement that would qualify as a public work or public project under the California Labor Code and Public Contract Code. If applicable, Contractor shall be solely responsible for complying with all prevailing wage laws, wage and hour laws, and other laws that apply to any services performed under this Agreement.

4. Changes to Master Agreement. For the purposes of this Agreement, the terms of the Master Agreement are incorporated in, and made a part of, this Agreement, except for those terms of the Master Agreement that are modified by this Agreement, as follows:

a. Parties. Each reference to "Sourcewell" in the Master Agreement is replaced with "Contra Costa County."

b. Authorized Representative. Article 2, Section 3 of the Master Agreement (Authorized Representative) is amended by replacing the last sentence of that section with the following:

"County's Authorized Representative is its Purchasing Agent, or designee."

c. Audit Requirements. Article 2, Section 11 (Audit Requirements) of the Master Agreement is deleted and replaced with a new Section 11 to read:

"**11) Audit Requirements**. During the Term of this Agreement, no more than once in any twelve (12) month period, Supplier shall permit County or County's authorized representatives, at reasonable times, with reasonable notice, and at County's expense, access to and the right to examine and audit any pertinent transaction, activity, or nonfinancial record relating to this Agreement, provided that such access rights will not subject either party to liability to any third party. Information reviewed in such audit shall be subject to the confidentiality provisions set forth herein."

d. Indemnification. Article 2, Section 17 (Indemnification) of the Master Agreement is deleted in its entirety and replaced with a new Section 17 to read:

"**17) Indemnification**. Supplier 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 any act or omission in the performance of this Agreement by Supplier, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Supplier will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Supplier will reimburse County for any expenditures, including reasonable attorney's fees and costs. Supplier'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 Supplier 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 Agreement.

e. Data Practices. Article 2, Section 18 (Data Practices) of the Master Agreement is deleted in its entirety and replaced with new Section 18 to read:

"**18) Public Records Act and Better Government Ordinance**. To the extent required by the California Public Records Act or Contra Costa County's Better Government

Ordinance, County may disclose records relating to this Agreement; provided, however, that nothing herein shall require disclosure of information that is exempt from disclosure under applicable law. County shall provide Supplier with prompt written notice of any request for disclosure of Supplier's confidential or proprietary information and shall cooperate with Supplier, at Supplier's expense, in seeking to prevent or limit disclosure."

f. No Grant of License. Article 2, Section 19 (Grant of License) of the Master Agreement is hereby deleted in its entirety.

g. Venue and Governing Law. Article 2, Section 20 (Venue and Governing law between Sourcewell and Supplier Only) of the Master Agreement is deleted and replaced with new Section 20, to read:

"**20) Governing Law, Jurisdiction, and Venue.** This Agreement is made in Contra Costa County, California, and California law shall govern the interpretation and enforcement of this Agreement. Any litigation to interpret or enforce this Agreement shall be filed in a state or federal court in California with jurisdiction over the parties and the subject matter of the litigation."

h. Certificates of Insurance. Article 2, Section 22(b) (Certificates of Insurance) of the Master Agreement is hereby amended by deleting the second sentence of that section and replacing it with the following:

"Prior to expiration of the policy(ies) of insurance required under Section 22, a renewal certificate(s) must be mailed to: Contra Costa County, Attn: Michael Derr, Procurement Director, 255 Glacier Drive, Martinez, CA 94553."

i. RFP Responses. Contractor's response to the Request for Proposals 111424 ("RFP 111424") connected with the Master Agreement are incorporated in and made a part of this Agreement by reference.

5. No Joint Venture. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than County and Contractor.

6. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

7. Termination. Notwithstanding anything to the contrary in the Master Agreement, either County or Contractor may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in paragraph 9 (Notices) of this Agreement.

8. Performance. Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Contractor shall be solely responsible for guaranteeing that any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Agreement. Contractor shall be solely responsible for ensuring that a distributor, affiliate or parent company, deliver goods and services purchased by the County in accordance with the requirements of this Agreement. If County issues any purchase orders to acquire goods or services under the Master Agreement, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Agreement, the term of the purchase order shall govern and prevail over the conflicting term in the Master Agreement.

9. Notices. Notices to the parties shall be provided to:

Contractor :

Liquidity Services Operations LLC dba GovDeals
Address: 6931 Arlington Rd, Suite 460, Bethesda, MD 20814
Telephone: 800-613-0156
Contact: Nick Carr, Vice President, Revenue
Email: vendor@govdeals.com

County:

Contra Costa County – Purchasing Services
Address: 255 Glacier Drive, building 500, Martinez, CA 94553
Telephone: (925)313-2054
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepared by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day if timely deposited with an overnight carrier and with delivery charges prepared to ensure next day delivery, and (c) on the fifth day after mailing if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

10. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

11. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Agreement, or any purchase order issued to Contractor under this Agreement, the order of precedence for interpreting the Parties' obligations shall be: (a) this Agreement; (b) any purchase order issued under this Agreement; and (c) the Master Agreement.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **Liquidity Services Operations, LLC dba GovDeals**
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name: Nick Carr
Title: Procurement Services Manager	Title: Vice President, Revenue

Approved as to form:

Thomas Geiger, County Counsel

By: _____

Liliana Garcia
Deputy County Counsel

Attachments:

Exhibit A – Master Agreement

Docusign Envelope ID: E12A066A-DE01-4F58-8952-B6D58586DA66

MASTER AGREEMENT #111424
CATEGORY: Auction Services with Related Solutions
SUPPLIER: Liquidity Services Operations, LLC dba GovDeals

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Liquidity Services Operations, LLC dba GovDeals, 6931 Arlington Road, Suite 460, Bethesda, MD 20814 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 27, 2029, unless it is cancelled or extended as defined in this Agreement.

    a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

    b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #111424) to Participating Entities. In Scope solutions include:

    a) Solutions for the sale and disposal of excess equipment by auction, including:

        1) Live on-site auctions;
        2) On-line auction services; and,
        3) Live streaming auction services.

    b) Services related to the solutions described in subsection 1. a. above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

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Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

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Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

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with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

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or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

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the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Liquidity Services Operations, LLC dba GovDeals
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Michael Price CCB19588953C4C0...
By: _____	By: _____
Jeremy Schwartz	Michael Price
Title: Chief Procurement Officer	Title: Vice President Revenue
Date: 1/22/2025 | 10:18 AM CST	Date: 1/22/2025 | 8:12 AM PST

RFP 111424 - Auction Services with Related Solutions

Vendor Details

Company Name:	Liquidity Services Operations, LLC
Does your company conduct business under any other name? If yes, please state:	GovDeals
Address:	6931 Arlington Rd. Suite 460 Bethesda, MD 20814
Contact:	Alicia Andrews
Email:	vendor@govdeals.com
Phone:	334-274-3846
Fax:	334-387-0519
HST#:	52-2293687

Submission Details

Created On:	Thursday September 26, 2024 08:44:02
Submitted On:	Thursday November 14, 2024 11:53:36
Submitted By:	Alicia Andrews
Email:	vendor@govdeals.com
Transaction #:	8700cc5d-1fed-4d03-bc1f-72218430c33e
Submitter's IP Address:	47.36.208.11

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Liquidity Services Operations, LLC dba GovDeals	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Liquidity Services Operations, LLC dba GovDeals will be the primary supplier executing the master agreement with Sourcewell. Other subsidiaries, authorized affiliates, and other entities which may be involved in offering and performing the delivery of solutions include: Bid4Assets, Inc.; Sierra Auction Management, Inc.; LSI Liquidity Services Canada Ltd.; and Liquidity Services, Inc. Liquidity Services, Inc., is the ultimate parent company of Liquidity Services Operations LLC dba GovDeals, Bid4Assets, Inc., Sierra Auction Management, Inc., and LSI Liquidity Services Canada Ltd.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8NSV4	*
5	Provide your NAICS code applicable to Solutions proposed.	561499	
6	Proposer Physical Address:	6931 Arlington Rd., Ste. 460 Bethesda, MD 20814	*
7	Proposer website address (or addresses):	www.govdeals.com www.govdeals.ca www.bid4assets.com www.sierraauction.com www.liquidityservices.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Michael Price, Vice President, Revenue 6931 Arlington Rd., Ste. 460, Bethesda, MD 20814 mprice@govdeals.ca 800-613-0156	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alicia Andrews, Supervisor, Proposal Team 6931 Arlington Rd., Ste. 460 Bethesda, MD 20814 vendor@govdeals.com 334-306-6401	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	GovDeals, founded in 1999, was acquired by Liquidity Services, Inc., in 2008. Headquartered in Bethesda, MD, Liquidity Services is a publicly held corporation with stock traded under the call letters LQDT on the NASDAQ stock exchange. Liquidity Services is a debt-free and financially strong corporation that operates several reverse supply chain online marketplaces including GovDeals. Today, more than 19,000 state and local governments have transitioned surplus auctions to GovDeals.com, and our company has facilitated the sale of over 3 million government-owned assets/lots for total auction sales surpassing $4.8 billion. Since GovDeals was first awarded a Sourcewell contract in 2011, over 1,400 Sourcewell Members have successfully sold over $329 million in surplus auction sales on GovDeals.com. What our clients like most about GovDeals: GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion. Robust reporting and a full audit trail are readily accessible within each GovDeals client's account. Our clients have access to consultative service and proven auction strategies that have been developed and fine-tuned during GovDeals' 24 successful years in the government online auction business. GovDeals remits payments to clients weekly, and GovDeals shoulders liability for chargebacks or fraud that may occur. Extensive marketing outreach is conducted to targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of each client's auctioned assets. Marketing efforts provided by GovDeals include targeted vertical print and online publications, email marketing, local advertising, press releases, and more.	*
12	What are your company's expectations in the event of an award?	The management team at GovDeals will continue to endorse and sponsor the Sourcewell contract if awarded. With extensive cooperative award experience and knowledgeable teams already in place throughout the U.S. and Canada, GovDeals is positioned to continue to leverage this award. Currently, over 1,400 government agencies participate in Sourcewell's GovDeals contract, achieving over $61 million in total auction sales during the most recently completed contract year, and we will continue to work every day to grow these totals.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Our company's most recent Audited Financial Statement has been provided as an attachment.	*
14	What is your US market share for the Solutions that you are proposing?	Among companies providing online sales of state and local government surplus, we estimate our market share approximately 50%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	GovDeals continues to be the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. GovDeals has experienced remarkable growth in its Canadian business since launching in the market 12 years ago, with nearly 1,200 provincial and local governments utilizing our platform. Total sales among GovDeals' Canadian clients exceeds $240M, with over $37M (CAD) sold in the past 12 months. We estimate our current Canadian market share at 15%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Liquidity Services Operations LLC dba GovDeals has not been involved in any bankruptcy proceedings. We agree to provide notice to Sourcewell if we enter a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	GovDeals is a service provider. We have approximately 110, full-time employees, including 65+ Account Managers and Business Development Managers working in the field across the United States and Canada to serve government agencies in their respective regions. Each participating Sourcewell member will have a dedicated account team, including an Account Manager and Business Development Manager, to provide hands-on service and support as needed. Additionally, in the event your GovDeals Account Manager is not immediately available by phone or email, the Member will have access to our Client Help Desk, staffed by experienced Client Services Representatives who are available for technical questions, support, and training. The Help Desk is available on weekdays by live chat, toll-free phone, and email. GovDeals is committed to maintaining the optimum client-staff ratio and maximize the service provided to Sourcewell and its Member. As we continue to grow, new hires are carefully selected by senior management to ensure GovDeals' commitment to superior service is not just uninterrupted, but strengthened.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GovDeals maintains applicable business licensing throughout the U.S. and Canada in compliance with our clients' local ordinances. These include auction business licenses in Florida, Georgia, Louisiana, and Pennsylvania, among others, and used vehicle dealer licenses in Ontario, British Columbia and California.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A. Liquidity Services Operations LLC dba GovDeals has not been subject to any debarments or suspensions. We will provide notice to Sourcewell if we enter a debarment or suspension status any time during the pendency of this RFP evaluation.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Liquidity Services received the 2023 Innovation Solutions Partner Award from the Reverse Logistics Association (RLA) during the RLA Conference & Expo hosted in February 2023 in Las Vegas, NV. The award recognizes and honors the company that demonstrates measurable improvements in efficiency and return on investment for customers, seamlessly integrates reverse logistics solutions with customers' technology infrastructure, and exemplifies innovative use of technology. We were nominated by one of our major retail clients for our novel Automated Sell-in-Place program, a software solution that measurably increased the client's recovery by about 20% and had an average auction success rate of more than 90%, while simultaneously eliminating touches and reducing the carbon footprint. Additionally, our company was awarded the USPS Supplier Excellence Award in 2018. The company has been named to Forbes Magazine List of Best Small-Cap Companies in America six times, and The Washington Post Top 200 Companies seven times, as well as receiving multiple additional awards for its innovation, client success, growth, and sustainability efforts.
21	What percentage of your sales are to the governmental sector in the past three years?	GovDeals' market is focused on the governmental sector. Of our 19,000+ clients, 95% are government organizations including municipalities, state and federal governments, county governments, education entities, law enforcement agencies, fire departments, public utilities, and transit authorities. Our non-government clients include select commercial utilities, energy companies, and nonprofit organizations.
22	What percentage of your sales are to the education sector in the past three years?	The education sector is a significant portion of GovDeals' client base. Of our 19,000+ clients, 18% are education organizations, including K-12 organizations, community colleges, and institutions of higher education.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Our current cooperative contracts are listed below, along with annual sales volume over the past three years. Sourcewell - $61 Million (2023-2024); $51 Million (2022-2023); $44 Million (2021-2022) NASPO ValuePoint - $48 Million (2023-2024); $41 Million (2022-2023); $52 Million (2021-2022) OMNIA Partners - $11 Million (2023-2024); $10 Million (2022-2023); $5 Million (2021-2022) BuyBoard - $5 Million (2023-2024); $5 Million (2022-2023); $4 Million (2021-2022)

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GovDeals holds no GSA contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Riverside, CA	Jennifer McCoy	951-826-5564	*
City of Mobile, AL	John Paine	251-208-7573	*
Iowa Department of Transportation	Mike Harvey	515-231-5102	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	GovDeals' has 21 Business Development Managers working remotely from across the United States and Canada to serve government agencies in their respective regions. See attached Business Development maps in the enclosed Additional Information document.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A. GovDeals does not utilize a network of Authorized Sellers such as dealers or resellers.	*
28	Service force.	GovDeals' has 27 Account Managers working in the field across the United States and Canada to serve government agencies in their respective regions. See attached Account Management Team map in the enclosed Additional Information document. Additionally, GovDeals' staff includes robust departments managing marketing outreach, client support, operations, accounting, and IT/web development.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To sign up as a new seller, a government entity can fill out the "Become a Seller" information on our website, and enter "Sourcewell" in the comments box to designate the intent to utilize this contract. Our Sales Support team will then contact the agency for any additional information that may be needed, and the assigned Account Manager will support the agency through the onboarding process. GovDeals has a built-in Partner Report which provides sales reports for all cooperative participants and can be run in any date range, i.e. monthly or quarterly. GovDeals is experienced in reporting quarterly sales to Sourcewell and will continue to efficiently and consistently do so throughout this contract. Please note, our company does not utilize a dealer network.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	GovDeals will provide personal, hands-on service to each Sourcewell Member locally through dedicated Account Managers and Business Development Managers, as well as a deep commitment to support from our Client Help Desk, extensive marketing of assets, accounting team, and system upgrades. Each Member's dedicated Account Manager will endeavor to respond within one hour to all inquiries by the Member, and will always respond within one business day. There will be no additional cost for these services. Direct employees provide all of GovDeals' services. GovDeals' employees are incentivized to ensure the success of our clients, fostering the highest possible auction ROI, providing on-demand support, and seeking continuous efficiencies to improve the experience for our clients and for buyers.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GovDeals is committed to sharing our strategy knowledge with Sourcewell Members through interactive and hands-on service. We combine an easy-to-use website, a large and targeted bidder audience, implementation of auction best practices, a robust marketing program, and a history of compliance with government requirements and regulations to offer a service that is unequaled. GovDeals will provide easily accessible, highly responsive support to all Sourcewell Members. Account Managers may be reached by cell phone or email, and we commit to always responding to Members within one business day. If for any reason a Member's Account Manager is not immediately available, they may contact GovDeals' Client Help Desk.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have two Account Managers and two Business Development Managers to serve clients and drive adoption of GovDeals by Canadian government agencies. GovDeals is legally incorporated in Canada as LSI Liquidity Services Canada Ltd., and holds all necessary car dealership licenses to transact business in all 10 provinces and 3 territories. After more than a decade growing our business in Canada, GovDeals continues to be the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. GovDeals has experienced remarkable growth in its Canadian business since launching in the market 12 years ago, with nearly 1,200 provincial and local governments utilizing our platform. Total sales among GovDeals' Canadian clients exceeds $240M, with over $37M (CAD) sold in the past 12 months. Importantly, www.GovDeals.ca transacts in Canadian dollars.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. GovDeals is able to serve all geographic areas of the United States and Canada through the proposed contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	GovDeals provides auction services primarily to government entities. Any participating Sourcewell Members will have access to GovDeals' services through the proposed contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell Members in Hawaii, Alaska, and territories. GovDeals currently serves more than 40 clients in Alaska, including the State of Alaska.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Members among the nonprofit sector will have full access to GovDeals' services through the proposed contract.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GovDeals will continue to market this contract as follows: -Promotion by the 60+ field-based business development and account managers -Promotion at the 140+ national, regional and local trade shows and seminars we attend annually -Encouraging cooperative contract utilization when responding to solicitations	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize social media and many other methods to promote and increase awareness of GovDeals, as well as specific client auctions. Our experienced web development team uses rich search engine optimization (SEO) strategies to foster online visibility for all of our Clients' assets listed on GovDeals. Additionally, our marketing team places advertisements and writes press releases to drive targeted traffic to our clients' auctions.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Sourcewell award has been strongly integrated into the GovDeals direct and support sales processes and culture based on over 13 years of increasingly enthusiastic promotion of the contract, where and when a cooperative or more formal contracting vehicle is needed. GovDeals' international sales force will promote our Sourcewell award to current and prospective clients through a plethora of conferences, organizations, and other business development strategies, and we recommend that Sourcewell also utilize a variety of opportunities to promote its widely successful contract with GovDeals through your Marketing, Revenue, and Solutions programs. Our experience is that Sourcewell's role has been to equally promote all vendors sharing an award. Our view is the award would be more successful, overall, if the specific advantages of a single online self-service vendor could be directly promoted by Sourcewell. The value of this role is reinforced by the fact that Sourcewell's GovDeals' contract has overwhelmingly been the most utilized vendor under the cooperative's auction services agreement. Please reference attached "Heat Map" in the Additional Information document which demonstrates that GovDeals is responsible for more than 94% of all contract activity under the category #012821.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As a service provider, e-procurement ordering in the traditional sense is not applicable. However, Sourcewell Members may sign up online to utilize our service, including the ability to indicate their intent to utilize the Sourcewell contract.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	There is no additional cost for initial onboarding and ongoing support. Details regarding training, which is conducted by each Member's Account Manager, are summarized herein. Onboarding Timeline Account Creation: - GovDeals' creates the Member's account with a login for the Member's designated Point of Contact (POC) Training: - New user onboarding can be completed in about an hour, either in-person or online. - This comprehensive training covers the auction cycle and includes an overview of the bidder-facing website and the seller dashboard. - Hands-on training within the live GovDeals account gives users immediate familiarity with the system. - System is intuitive and can be picked up quickly by new users; additional training will be provided as frequently as necessary. First Auctions: -During the training, the Member will post its initial auction(s), which remain live for 7-10 days. -The Account Manager will communicate with the Member's team to monitor auction performance, address inquiries, and guide them through the auction cycle, including the closing and property removal. Ongoing Support: - The Account Manager remains available for on-site or remote assistance at any time and for no additional cost and will schedule periodic check-ins to promote best practices and ensure success. A key difference between GovDeals and other vendors is GovDeals' commitment to support of the Members' auction management personnel. We believe strongly in the value of the proven best practices strategies we promote to our Clients, and we are eager to help Sourcewell Members realize untapped revenues. The GovDeals system and service offers Sourcewell Members additional value-added benefits such as Reallocation Tiers, Elevated Service Models, Departmental Billing, and so much more.	*

42	Describe any technological advances that your proposed Solutions offer.	In addition to the inherent advantages of in-place online auctions, GovDeals' emphasis on stable, scalable technology provides many vital benefits: - The GovDeals system continues to be operated by our own internal IT Department. This very experienced and agile 15-person team is dedicated to the development, operation, and support of the GovDeals system. This team is backed by a larger (100+ staff members) IT infrastructure within our parent company's global organization. - The GovDeals system and website infrastructure are hosted on the Microsoft Azure cloud platform, increasing the reliability and performance of the seller-facing and buyer-facing websites through the country and around the world. - Development releases are scheduled for every two weeks to strengthen code, add features, and mitigate potential risks. - GovDeals' real-time, interactive reporting capabilities are hosted in a very secure environment. Each Sourcewell Member will have real-time access to robust account reports providing a complete audit trail for each asset from the time it is added to the GovDeals system until it is sold and proceeds are collected. Advanced Features to Foster Selling Over the past two decades, we've designed features that enhance seller efficiency and streamline staff workflows while increasing seller return on investment (ROI). Let's explore some of the most popular features: Internal Reallocation: This feature allows the Member to offer its surplus assets internally between departments or externally to other agencies or non-profit organizations before sending the assets out to public auction. Reserve Pricing, Opening Bids, and Bid Increments: These settings can be chosen by the Member on a per-asset basis. Your Account Manager can advise Members on reserve pricing based on past successes with similar government-owned assets. Additionally, GovDeals' auction calculator can recommend starting bids, bid increments, and auction dates; or these values can be input manually based on the Member's decisions. Dynamic Bid Increment: This optional feature enables the bid increments to change in proportion to the latest high bid, which prevents participating bidders from placing low bid increments on high-dollar items. Bid Deposits: The Member may require bidders to make a deposit for certain assets if desired. The Member will have the authority to determine the bid deposit amount, and prospective buyers must make this deposit before placing a bid on the designated auctions. Once GovDeals receives the deposit, the bidder's account will be open to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full. Bidder Restrictions: The Member may limit the types of bidders who are allowed to place bids on certain assets, but these assets may still be viewed by the general public to maximize the marketing exposure of the auctions. Information on types of restrictions will be provided upon request.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our "as is, where is" service model fulfills environmental, health, and safety regulations during the disposal process in a global manner. We power the circular economy to transform the current "take-make-waste" linear model into one that extends the life of assets to their fullest capacity. Our marketplace platforms foster zero-waste value chains. The goal of our trusted marketplace along with our service offerings is to help agencies harness the power of their surplus assets to create value where so many others see none. Our mission is to empower governments to unleash the full value of their unwanted goods, with the goal of shifting the entire economic system into one in which unnecessary waste is prevented, usable assets stay out of landfills, and unusable goods are disposed of in a sustainable manner. Liquidity Services received the 2023 Innovation Solutions Partner Award from the Reverse Logistics Association (RLA) during the RLA Conference & Expo hosted in February 2023 in Las Vegas, NV. The award recognizes and honors the company which demonstrates measurable improvements in efficiency and return on investment for customers, seamlessly integrates reverse logistics solutions with customers' technology infrastructure, and exemplifies innovative use of technology. We were nominated by one of our major retail clients for our novel Automated Sell-in-Place program, a software solution that measurably increased the client's recovery by about 20% and had an average auction success rate of more than 90%, while simultaneously eliminating touches and reducing the retailer's carbon footprint. As a company that operates within the circular economy, we make it our mission to empower you to intelligently integrate sustainability initiatives into your core business, capturing and unleashing the intrinsic value of surplus. We support our sellers' sustainability efforts by helping them extend the life of assets, prevent unnecessary waste, and defer inventory from landfills. We've played an integral role in many of our sellers' zero-waste initiatives and worked with the US federal government to pioneer one of the largest green initiatives to date, deferring nearly three billion pounds of scrap material from landfills.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Liquidity Services Operations LLC does not have any third-party issued eco-labels, ratings, or certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Experience: While GovDeals has a strong technology infrastructure, our company is a knowledge-based business with a huge commitment to interaction with our Clients for the benefit of simple operation and best net sales results. GovDeals is uniquely positioned to serve Sourcewell and its Members with an experienced staff and robust service that exactly matches Sourcewell's space and its Members' needs. As GovDeals and Sourcewell continue to grow, our company is immediately scalable to continue to serve your Members in all 50 U.S. states and across Canada without any compromise in service. Sustainable Solutions: Our approach focuses on sustainability by reducing transportation and storage costs. We help divert waste from landfills, promoting environmental responsibility. Additionally, our paperless system, utilizing ACH and digital file storage, minimizes resource consumption. Customized Reporting: Our robust reporting system provides detailed insights. You'll have access to a continuous audit trail, ensuring transparency and accountability. These records remain accessible perpetually, allowing you to track progress and make informed decisions. Data can be exported to Excel in your desired date range, and records never expire. Dedicated Support: Our diverse team of auction professionals is committed to your success. You'll have direct access to dedicated experts who understand your unique goals. Targeted Marketing: Reach the right audience effortlessly! Our extensive marketing outreach targets potential buyers interested in government surplus assets. Tailored strategies maximize competitive bidding and revenue for your assets. Real Property Sales: The future of real estate sales is digital. Property listing platforms, crowdfunding sites, and virtual tours are transforming how real estate of every type is bought and sold. While real estate listing sites are growing in popularity due to ease of use, they fail to provide the hands-on experience of a personal transaction that keeps control in the hands of the seller. GovDeals is here to provide the best of both worlds for Sourcewell Members' sales. Better Service: Partner with us for a full-cycle solution that handles the entire auction process and achieves high-performance results aligned with your strategic goals. We provide robust compliance and risk mitigation services, such as strict data privacy policies and protection against fraudulent buyers. Better Process: Listing your real estate property is easy with our user-friendly dashboard and our proven auction methods that deliver successful results. Optional pre-registration and/or bid deposit requirements are available to enable you to pre-vet bidders before they can place a bid on your property. Better Results: We bring the right combination of motivated buyers, best-in-class processes, and cutting-edge systems to deliver maximum return and long-term value. The Best Partnership in Real Estate: GovDeals is now partners with Bid4Assets, the first and leading online marketplace for government foreclosure real estate auctions, to offer governments, county tax collectors, and financial and educational institutions a unique opportunity to sell their real estate property transparently. Bid4Assets has generated over $1.75 billion in revenue to help government agencies from coast to coast complete over 750,000 real estate auction sales.	*

46	Describe your role and responsibilities for each service you are proposing.	GovDeals will provide easily accessible, highly responsive technical support and customer service to Sourcewell Members. Member will be given direct phone numbers and email addresses for each person on their respective account team. Each team is comprised of the following: - A dedicated Account Manager in the Member's region who will be the Member's primary point of contact for any technical questions, advice, training, assistance loading auctions, etc., throughout the duration of the business relationship. - A customer support help desk team to provide additional service and support. - A regional representative to confirm that the service provided by GovDeals meets the Member's specific needs and requirements and to ensure contract compliance. - A marketing support team to market the Member's assets to targeted bidders to maximize competition and return on investment. - A bidder help desk team to ensure bidders comply with the terms and conditions of Sourcewell Members' auctions. - An accounting team to ensure Sourcewell Members' auction sales and proceeds are properly reconciled and remitted weekly.	*
47	Describe the agency's role and responsibilities for each service you are proposing.	To simplify the onboarding process, the GovDeals website enables Members to sign-up online and designate Sourcewell as their contracting vehicle. GovDeals will receive this one-time "order," and the Member's account will be established according to the options chosen at sign-up. Under GovDeals' Standard Services, Sourcewell Members will be responsible for taking photographs and entering descriptive details on an asset inspections form (provided by GovDeals) for each asset deemed surplus, and uploading the photos and information to an auction creation template in their GovDeals' account. (GovDeals' auction calculator can recommend starting bid, bid increment, and auction dates for the auctions; these values can also be input manually.) While the auction is live, Members will be able to monitor their own auctions and answer bidder questions through their individual GovDeals accounts. Members will also be responsible for responding to winning bidders to set up removal appointments. Member representatives must verify buyer ID and sign the Bill of Sale to release the asset(s). Once asset(s) have been removed, the Member representative marks the asset(s) "Picked Up" in the GovDeals system and GovDeals will remit payment for the asset(s). Roles and delegation of responsibilities may vary upon the service model being utilized by each Member. When utilizing Value-Added Services, some of the above tasks may not be the responsibility of the Member. These matters can be negotiated between each Member and GovDeals.	*
48	Describe your process for assessing market value of the items to be auctioned (where applicable).	For high-value items warranting an appraisal (i.e. helicopters, airplanes, and select real estate properties), GovDeals will arrange for an independent appraisal at our expense. For the vast majority of surplus items, GovDeals can provide valuation recommendations based on actual historic auction data both within our system and from general auction results data to help Sourcewell Members determine fair market value.	*

49	Describe your post-auction settlement process and any other special services offered (shipping, storage, etc.).	After each auction has ended, Members will automatically be emailed a Seller's Certificate with details of the sale and contact information for the winning bidder; and the winning bidder will automatically be emailed award notification(s) with a link(s) to the Buyer's Certificate(s) with sale and payment details. The winning bidder makes payment on GovDeals.com within 5 business days after auction close (this time period may be shortened or lengthened by the Member if desired). Upon the buyer's successful payment by credit/debit card (Visa, MasterCard, Discover, and American Express are accepted), PayPal, or wire transfer, the Member will receive notification that payment has been made, along with the Bill of Sale. The buyer is required to pick up assets within 10 business days after auction close (this time period may also be adjusted by each Member if desired). The winning bidder schedules an asset removal appointment with the Member. At pickup/removal, the winning bidder must present photo ID and the Member should verify the bidder's documentation. After both the buyer and the Member's representative sign the GovDeals Bill of Sale, the asset may be released to the winning bidder. The signed Bill of Sale, and any other documentation as desired, may be uploaded to the closed auction for recordkeeping purposes. GovDeals offers shipping options through our system and the cost is paid by the buyer. When the Member marks the asset "Picked Up" in the GovDeals system, GovDeals will remit payment for the asset. Assets marked "Picked Up" by Friday will be included in the next week's payment cycle. GovDeals will withhold the agreed-upon fee and will electronically remit the balance to the Member. If applicable, GovDeals will also remit taxes to the appropriate taxing authorities. Most of our clients require items to be picked up in person by the bidder or the bidder's agent, but we do offer an optional shipping feature wherein responsibility for shipping remains with the bidder or the bidder's agent. If a Member desires shipping to be allowed, GovDeals will enable the "Will Ship" option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Liquidity Services Operations LLC does not carry any such certifications. *
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	
52		Women Business Enterprise (WBE)	○ Yes ◉ No	
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
56		Small Business Enterprise (SBE)	○ Yes ◉ No	
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	The winning bidder makes payment on GovDeals.com within 5 business days after auction close (this time period may be shortened or lengthened by the Member if desired). GovDeals accepts payments from winning bidders in the form of credit card, PayPal, and wire transfer. All payments over $4,999.99 must be made by wire transfer. *
60	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable. GovDeals does not offer any leasing or financing options. *
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Members will not be required to use any specific standard transaction documents, but we provide customizable order forms, terms and conditions, and service level agreements to meet the needs of Member. Examples of these are attached. *
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card payments. There is no additional cost for using this process. *
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell	GovDeals proposes a success-based fee structure, charged only on successful auctions. There will be no additional fees or charges for our services. There will be no fee if an auction does not result in a

	discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	completed sale, and there will be no charges to the Member for any marketing efforts, training, software upgrades, or consultation and support provided on-site or remotely. U.S. Pricing: GovDeals guarantees that Sourcewell Members will not be required to pay any fees for GovDeals' Standard Services under this contract. Sourcewell's U.S. Members will not incur any charges when utilizing GovDeals' Standard Services. GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Member's auction proceeds weekly via ACH payment. Additional charges may apply for optional Value-Added Services. No Fees - Under this Sourcewell contract, GovDeals will never require Members to pay any fees for GovDeals' Standard Services. No Risk - When Members choose the option for buyers to pay GovDeals directly, GovDeals will assume liability for chargebacks/buyer fraud that may occur. This guarantees that our Clients will never lose any money or assets using our payment collection services, and Buyers receive the benefit of easily making payment online for assets won at auction. GovDeals does not withhold payment during the 30-day chargeback window (as some vendors do in order to reduce their liability); payments will be remitted electronically the week following buyer pickup. No Nonsense- GovDeals' fees are based entirely on the actual Winning Bid (excluding sales tax). GovDeals will only charge a fee for items that have sold and where the buyer has paid for and taken possession of the asset/lot won. Typically paid as a Buyer's Premium, this fee provides for the Member's all-access GovDeals account, onboarding with unlimited users, ongoing auction support, robust marketing outreach, financial settlement including credit card processing, audit-level reporting, etc. – and your Account Manager on call to support your day-to-day auction needs. Canada Pricing: Sourcewell's Members in Canada will be charged a seller fee of 6.75%, which includes a Sourcewell discount of 0.75%. Government Real Estate Sales on Bid4Assets.com - Tax Foreclosure Sales: 10% (Buyer's Premium); $1,000 per auction (Flat fee) - Mortgage Foreclosure Sales: 5% (Buyer's Premium); $2,000 per auction (Flat fee) - Surplus Real Estate: 10% (Buyer's Premium); N/A (Flat fee) Full Service Online Consignment Auctions via Sierra Auction Fees for services vary by labor costs, difficulty and location of requested services and will not exceed 50% of the asset sales price except as approved by the Client. Sourcewell Discounted Price via Revenue Share GovDeals' Standard Services Revenue Share Under this Sourcewell contract, U.S. Members utilizing GovDeals' Standard Services will be eligible to receive an additional 1.25% revenue share, which will be remitted to Members along with their auction proceeds (weekly or monthly schedule as chosen by each Member). This revenue share arrangement is available under the majority of auction/account scenarios, but in the event a reduced fee structure is offered for specific assets or specific clients, the rebate will not apply for reduced fee auctions. In the interest of keeping costs as low as possible for Value-Added Services, availability of Revenue Share for this program will be determined on a case-by-case basis. Bid4Assets' Revenue Share Under this Sourcewell contract, Members utilizing Bid4Assets' services will be eligible to receive an additional 2% revenue on every completed auction transaction on the Bid4Assets platform, which will be remitted to Members along with their auction proceeds (weekly or monthly schedule as chosen by each Member). This revenue share arrangement is available under the majority of auction/account scenarios, but in the event a reduced fee structure is offered for specific assets or specific clients, the rebate will not	*	

		apply for reduced fee auctions. In the interest of keeping costs as low as possible for Value-Added Services, availability of Revenue Share for this program will be determined on a case-by-case basis.	
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Discounted Price offered in this proposal is 1.25% revenue share to each U.S. Member, and 0.75% seller fee discount to each Canadian Member.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcewell Discounted Price offered in this proposal is 1.25% revenue share to each U.S. Member, and 0.75% seller fee discount to each Canadian Member.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Not applicable. GovDeals does not source products or services.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in the pricing model(s) quoted. There will be no additional fees for standard support, training, on- site service, platform upgrades, etc.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/shipping/delivery are not directly applicable to our service. Regarding surplus asset sales, Members will not incur any costs to ship or transport equipment and vehicles to or from purchasers. Most of our clients require items to be picked up in person by the bidder or the bidder’s agent, but we do offer an optional shipping feature wherein responsibility for shipping remains with the bidder or the bidder’s agent.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight/shipping/delivery are not directly applicable to our service. Regarding surplus asset sales, if a Member desires shipping to be allowed, GovDeals will enable the “Will Ship” option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Freight/shipping/delivery are not directly applicable to our service. Regarding surplus asset sales, if a Member desires shipping to be allowed, GovDeals will enable the “Will Ship” option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	GovDeals, in selling and billing a service, has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. Once a client account is established, the pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval. Our established system utilities track cooperative member sales in a real time report, and this data is archived and essentially available, ad hoc, at any time. A senior staff member is dedicated to verifying the accuracy of the quarterly report and presenting it to a senior manager for payment approval. These same utilities and processes are in place for the administrative fee and revenue share functions.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	GovDeals recognizes the importance and value of cooperative contracts and partner relationships. One of the company’s senior managers, Christy Logan, oversees these partnerships. Contract compliance is ensured through quarterly and monthly reports detailing Members’ contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. We have backend functionality in place to report all sales under the cooperative contract. GovDeals’ system functionality also includes a simple way for Sourcewell to review the cooperative usage of its contract, and each Member's sales amount is included on this report, which Sourcewell may access at any time within its GovDeals account or upon request.	*

73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	GovDeals proposes to pay a 2% Administrative Fee to Sourcewell on all Members' completed transactions utilizing this Master Agreement within the preceding Reporting Period. The 2% Administrative Fee will be calculated based on GovDeals' gross profit for each transaction.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	GovDeals guarantees that Sourcewell's U.S. Members will not be required to pay any for GovDeals' Standard Services under this contract. U.S. Members will not incur any charges when utilizing GovDeals' Standard Services. GovDeals will collect auction payments, withhold the buyer's premium, and remit 100% of each Member's auction proceeds weekly via ACH payment, plus any applicable revenue share. Canadian Members utilizing GovDeals' Standard Services will be charged a 6.75% seller fee, which includes a 0.75% Sourcewell discount. (List pricing for Canadian clients is 7.5% seller fee.)	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	GovDeals' Standard Services GovDeals is committed to providing a comprehensive turnkey solution for selling government surplus assets through its online auction marketplace, including self-service functionality, real-time reporting, extensive marketing outreach, hands-on training, on-site assistance, personal service, and optional online payment collection, all supported by robust local and experienced staffing. In support of GovDeals' self-service online auction platform, the foundation of our company is our local staffing that provides direct service, local knowledge, best practices, and on-call assistance for our clients. We back up this hands-on relationship with robust and experienced staffing in all functional departments, including Marketing, Accounting, Customer Service, and Client Help Desk. During auctions, Members will be able to monitor their online auctions and answer questions from bidders. Auctions can be withdrawn at any time by the Member or by GovDeals at the Member's request. When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments with the Member. Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support. Value-Added Services Elevated, Custom, Ad Hoc, and Alternative Marketplace Services: Availability and precise offerings will be determined on a case-by-case basis and solely with approval of Liquidity Services' management

While our Standard Services are the core strength of our auction marketplaces, Liquidity Services has increasingly seen strong demand for a diverse menu of services that can be individually offered or bundled into customized service packages. There is particular demand for flexible service package availability under cooperative procurement contracts due to the efficiency of cooperative contracts.

On a case-by-case basis, Liquidity Services may offer to provide elevated or ad hoc services ("Value-Added Services") to meet the needs of one or more Member.

This Value-Added Services information is intended to make a broad array of service options contractually available for Members who may require such services to manage their surplus management or liquidation needs. The sections, titles, details, and/or general information herein are organized in such a manner as to group commonly bundled services, but most services can be "mixed and matched" to develop custom delivery plans.

This Value-Added Services section is intended to provide Sourcewell and its Members with an overview of options that may be available, but this innovative contract program is intended to be flexible in order to meet variable Member needs in a wide array of scenarios.

Note: When a Member requests Value-Added Services, GovDeals will review the Member's specific needs, projected volume, and other related details of the prospective account in order to determine the option's availability on a per-case basis.

Types of Value-Added Services

Options may include, but are not limited to:
Assisted Services for In-Place Auctions
Typically performed by Liquidity Services staff
- Asset Listing Services (On-Site) – The process of lotting, taking photos, and writing descriptions of assets; uploading these to the Member's Seller Dashboard; and sending asset listings to auction
- Asset Listing Services may be offered on a one-time, scheduled, or as-needed basis
- Answer questions from bidders via Q&A tool within Member's account
- Host inspection/preview appointments for prospective bidders
- Host scheduled pickup by winning bidders (transfer of ownership/signing Bill of Sale)

Full-Service Off-Site Auctions
May require support of Subcontractor(s)
- Asset transportation to off-site storage lot
- Storage of assets at off-site storage lot
- Asset Listing Services (Off-Site) – The process of lotting, taking photos, and writing descriptions of assets; uploading these to the Member's Seller Dashboard; and sending asset listings to auction
- Answer questions from bidders via Q&A tool within Member's account
- Host inspection/preview appointments for prospective bidders
- Host scheduled pickup by winning bidders (transfer of ownership/signing Bill of Sale)

A La Carte Services
May require support of Subcontractor(s)
- Asset Entry Services (Remote) – The process of uploading Member-provided photos and descriptions of assets to the Member's Seller Dashboard; and sending asset listings to auction
- Obtain licensing required for specific services
- Perform closing services and/or financial settlement for real estate sales
- Title transfer (e.g., facilitating transfer of asset ownership paperwork by mail)
- Asset disposal
- Decal removal
- Data destruction
- Place legal advertisements and/or other advertising that is not standardly offered
- Alternative payment terms
- Customized services otherwise not listed

Specialty Marketplace Services
Typically performed by Liquidity Services staff
- Real estate auctions conducted on Liquidity Services' Bid4Assets Marketplace
- Full-service online auctions and consignment conducted on Liquidity Services' Sierra Auction Marketplace

Liquidity Services' Specialty Marketplaces

As additional Value-Added Services for Members, Liquidity Services will make additional Specialty Marketplaces available under the Sourcewell contract, in addition to GovDeals. As with GovDeals, administrative fees will be paid to Sourcewell based

		on contract usage of these Specialty Marketplaces. Liquidity Services' Specialty Marketplaces being made available under the Sourcewell contract include Bid4Assets and Sierra Auction. Variances Between Marketplaces Functionality/Service Model Differences The specific functionalities and service models of the Specialty Marketplaces owned by Liquidity Services may vary significantly from the GovDeals system functionality and service model described in Liquidity Services' proposal response. However, all of Liquidity Services' Marketplaces are aligned under the same strategic goals, resources, management teams, and general client market. Marketplace utilization is at the discretion of Liquidity Services' management and may be determined by specific functionality capabilities, resources, or business strategy. For example, tax-default auctions are generally offered as a Bid4Assets service, but may at times be offered under another Liquidity Services marketplace, such as GovDeals. Bid4Assets Real Property Auctions: Tax Deed, Tax-Default, and Foreclosure Sales Liquidity Services' Bid4Assets marketplace (www.bid4assets.com) is an online auction provider specializing in assisting government entities with conducting online tax default sales, tax deed sales, foreclosure sales, and other types of real property sales for over 20 years. Bid4Assets' greatest strength lies in its massive and constantly growing database of over 850,000 registered real estate bidders, coupled with the deepest industry knowledge and an easy-to-use platform. As with GovDeals, Bid4Assets, Inc., is a wholly owned subsidiary of Liquidity Services, Inc., a publicly traded company. Since 2000, Bid4Assets has provided online tax-defaulted property sale auction services to government clients, setting the standard and best practices by which subsequent online tax-defaulted property sales have been managed across the U.S. Bid4Assets has conducted hundreds of tax sales for hundreds of thousands of properties across the U.S. Sierra Auction Full Service Online Consignment Auctions in Select Markets The services of Sierra Auction Management will also be made available under the Sourcewell cooperative contract. Sierra Auction is a GovDeals subsidiary based in Phoenix, AZ, with additional locations in Tucson, AZ; Dallas/Fort Worth, TX; Montclair, CA; and additional markets under development. Sierra Auction offers a full range of auction services and brings the right buyers to achieve top dollar for clients' assets. Sierra's aggressive marketing team sends thousands of auction email notifications each month as well as utilizing multimedia advertising, search engine optimization and extensive social media posts and videos utilizing the platforms of Facebook, TikTok, Instagram and YouTube ensuring that new, qualified buyers attend every online auction. Sierra employs professional vehicle and equipment brokers and conducts auctions for clients throughout the southwest. In addition, Sierra offers a wide variety of services for buyers and sellers including, title services, transportation, detailing, de-identification, first responder equipment removal, mechanical repairs and more.	
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Auctioneer Services, to include Internet Type - Online Auction Services - Vehicle Auction Services - Miscellaneous Auction Services - Real Estate Auction Services - Consignment Auction Services - Surplus Disposition Services - Surplus Liquidation Services - Internal Asset Reallocation Services	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Live on-site auctions	○ Yes ◉ No	GovDeals does not offer live on-site auctions, as all auctions are conducted online.	*
78	Online auction services	◉ Yes ○ No	GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to Sourcewell Members. GovDeals will provide Sourcewell Members with a turnkey approach to selling government surplus assets via our web-based auction system, www.GovDeals.com, to include self-service ability to post auctions, respond to inquiries, and creating/accessing detailed reports of auction activities and revenue.	*
79	Live streaming auction services	○ Yes ◉ No	GovDeals does not offer live streaming auctions. While all of our auctions are conducted live from our website, we do not stream from live auctions. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for Sourcewell Members' surplus property.	*
80	Services related to the solutions described in #77-79 above, including market value assessment, marketing, promotion, support and training, equipment appraisals, web portal and hosting, bidder registration and management, equipment transportation and preparation, financing and payment alternatives, rebate programs, post-auction settlement, auction-related storage and shipping options. Proposers may include such related services to the extent that the services are complementary to the auction solutions being proposed.	◉ Yes ○ No	GovDeals' online auction platform and service includes, at no additional cost: - Turnkey auction functionality with unlimited user accounts - Real-time reporting tools within secure account - 5 million active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by global trade management software - Extensive marketing outreach to targeted bidders at GovDeals' expense – drives competitive bidding, increasing the final selling price of auctioned assets! - Hands-on training for as many employees as desired; initial and ongoing training and updates Personal, on-call service by Sourcewell Members' locally based Account Manager ; on-site and remote support will be provided on demand. On a case-by-case basis, Liquidity Services may offer to provide elevated or ad hoc services ("Value-Added Services") to meet the needs of one or more Member.	

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 2024-11 Sourcewell - Pricing - LSO GovDeals.pdf - Thursday November 14, 2024 11:27:41
- Financial Strength and Stability - 2024 10K Audited Financials excerpt.pdf - Thursday November 14, 2024 11:28:02
- Marketing Plan/Samples - Marketing Plan and Examples- LSO GovDeals.pdf - Thursday November 14, 2024 11:49:28
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - 2024 Standard US MOU - V16 - 11.27.2023.pdf - Thursday November 14, 2024 11:45:56
- Upload Additional Document - Additional Information - LSO GovDeals.pdf - Thursday November 14, 2024 11:50:24
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Price, Vice President of Revenue, Liquidity Services Operations LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

File #: 26-3629 **Agenda Date:** 8/25/2026 **Agenda #:** C.91.

Crucial Learning

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Introduction.** The following Standard Terms and Conditions of Purchase (the "Terms") shall apply to VitalSmarts, LC doing business as Crucial Learning and its subsidiaries and affiliates (collectively, the "Company"). Under these Terms, the "Client" shall mean the party identified on the applicable order form, variously referred to as an Order Confirmation Form, Client Confirmation Form, or Order Schedule (collectively the "Order").
2. **Definitions.**
   2.1. "Materials" includes articles, course materials, instructor materials and other materials whether delivered in print or electronic means.
   2.2. "Platform" includes software and hardware used to provide Services to Client over the internet and associated offline components.
   2.3. "Services" means Company's programs, deliverables, documentation, training, facilitation, or consulting services as placed by Client and accepted by Company on an applicable Order.
3. **Orders.** Orders shall detail the items being purchased by Client at the time of the purchase. All Orders for just learner licenses for access to course materials (whether online, virtual or physical) are non-cancellable and non-refundable. Upon Client signature or email confirmation of an Order, the Order will be binding. Orders must be placed no fewer than thirty (30) calendar days prior to the date the item is needed. Company may, at its discretion, accept orders fewer than thirty calendar (30) days, but may charge a rush fee or and/or expedited shipping fees if agreed to by the Client.
   3.1. Additional Orders. Additional Orders may be added to the Terms by reference to these Terms, provided that each such Order is signed by both parties.
4. **Intellectual Property and License Grant.** Client acknowledges and agrees that Company and its licensors are and remain the owners of all intellectual property rights in and to the Materials, Platform and Services
   4.1. License Grant. Company grants to Client a non-exclusive, non-transferable, non-sublicensable limited license to use the Materials, Platform and Services solely for Client's internal use by employees of Client for whom access has been paid.
   4.2. User Access. Persons accessing the Services or receiving the Materials are referred to herein as "Users". Client will pay the applicable fees for each User to access the Services or receive the Materials. User access is for named Users and cannot be shared or used by more than one User. Users may retain indefinitely for their personal reference the tangible Materials.
   4.3. Restrictions. Neither Client nor its employees nor any third party shall have any right to copy, distribute, publicly display, license, sub-license, create derivative works from or make any other use of Company Materials, Platform or Services. In addition, Client shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the software used in the Platform. Client shall not remove any proprietary notices or labels; use the Services for any unlawful purpose; create internet links to or from the Platform; or frame or mirror any of the content on the Platform.
   4.4. Artificial Intelligence Restriction. The Client shall not, and shall not permit any third party to, use the Company's Background IP in whole or in part for any Artificial Intelligence processing, including without limitation for the purposes of training, coaching, summarizing, fine-tuning, improving, or developing any artificial intelligence or machine learning models, algorithms, or

systems, without the Company's prior written consent. For the avoidance of doubt, "Company's Background IP" includes all text, images, audio, video, data, and other materials provided to Client under this Agreement. This restriction applies regardless of whether the Artificial Intelligence processing is for commercial, non-commercial, research, or personal purposes.

4.5. Client Information. Client shall retain all its rights, title and interest in and to Client's products, trademarks, technology, inventions, techniques, data, designs, and other information. Insofar as Client or any of Client's employees input information into the Platform, all ownership of rights of such information belong to Client or the individual who inputted the information. In contrast, any feedback, comments, questions, ideas or other information provided to Company by Client, shall be licensed to Company by Client on a non-exclusive, worldwide, perpetual irrevocable basis. Company may use, exploit, reproduce, incorporate and distribute any feedback. Client represents the feedback will not violate the personal, proprietary or intellectual property rights of any third party.

5. **Virtual Training or Content**. If Client has ordered live online (virtual instructor led), on-demand (self-paced) training or is otherwise accessing Company's virtual Platform, this clause shall apply. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the virtual training or content and will promptly notify Company of any such unauthorized access or use. Only Client employees for whom Client has purchased the applicable license for access shall be given access. Client agrees to abide by registration instructions and procedures for virtual access provided by Company from time to time. Client acknowledges and agrees that a user of virtual training may not cancel his/her registration once registration for a course has been confirmed. For live online courses, registration occurs when a user logs into the virtual platform. For on-demand courses, registration begins when a user enters a username and password. Even if the user does not attend the course at all, or in its entirety, the registration fee will be earned by Company.
6. **Recording.** Audio, digital and/or video recording by Client or Client employees of any Company training course (whether in-person, live online or on-demand) is strictly prohibited. Speeches or short presentations may be recorded under certain circumstances and are subject to a separate Speaker and Recording Agreements.
7. **Availability.** Company uses commercially reasonable efforts to maintain availability of the Services and Platform 24 hours per day, 7 days per week. Scheduled and unscheduled interruptions may occur and Company does not warrant uninterrupted availability of the Platform. Normal software or hardware upgrades are scheduled for nights and weekends and designed to cause minimal disruption.
8. **Billing and Payment.** Unless otherwise stated in an Order, payment shall be due thirty (30) calendar days following receipt of an invoice. Company may invoice: a) after delivery of training or other Services, b) upon shipment of physical Materials or provision of access to Platform or c) in advance for subscriptions.

8.1. Payment Methods. Payments will be accepted via wire, ACH, check or credit card. If Client pays via credit card, Client shall pay Company a 3% processing fee in addition to the invoice amount.

8.2. Overdue Payments. Any late payment will accrue late charges at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law whichever is lower. Company shall be entitled, in addition to other available remedies, to suspend deliveries to Client.

8.3. Reimbursable Expenses. Client shall reimburse Company for all reasonable travel and lodging expenses. Client is also responsible, without limitation, for all applicable shipping and handling charges, sales and/or withholding taxes (at the actual rates at time of invoice). Company will add such charges and taxes to the invoice. Client will be responsible for paying all applicable taxes unless Client provides Company with a valid tax exemption certificate or other document acceptable to the authority imposing the tax.

9. **Shipping; Defective Product.** All orders are shipped F.O.B. Shipping Point, freight prepaid and added to Client's invoice. Company will, as its sole remedy, replace defective product with conforming product provided returns are made within ten (10) business days of receipt.
10. **Cancellation.** If Client cancels or reschedules a training course, Client is responsible for all non-refundable travel costs incurred, regardless of cancellation date. If Client cancels a training course with more than 30 calendar days' notice to Company, there is no cancellation fee and any fees previously paid will be credited to Client's next event or purchase (except non-refundable travel costs mentioned above). If Client cancels with thirty (30)or fewer calendar days' notice to Company, Client is responsible for 100% of the delivery fee for the event.
    10.1 Reschedule. An Event is considered "rescheduled" only if the new date is within 5 business days of the last day of the original Event and Client signs an amended Confirmation Form (or equivalent). If the Event is rescheduled with the same master trainer, there is no cancellation fee. However, if a new master trainer is used for the rescheduled Event, Client is responsible for 20% of the day fee to compensate the original master trainer for the lost opportunity. If the new Event is not rescheduled within the time limits above or Client has not signed an amended Confirmation Form (or equivalent), the reschedule will be considered a cancellation and the cancellation terms above will apply.
    10.2 Producer Cancellation/Reschedule. If a live online Event with a Company producer is cancelled or rescheduled with 6 or more business days' notice there is no cancellation/reschedule fee. If Client cancels or reschedules with 5 or fewer business days, Client is responsible for 100% of the producer fee.
    10.3 Notice. Notice of cancellation/reschedule must be in writing and will be deemed given when received by Company. Notice may be given via e-mail to your Senor Client Advisor or by overnight courier addressed to: Customer Service, 320 River Park Drive, Suite SWB, Provo, UT 84604, USA.
11. **Subscriptions**.
    11.1. Duration. Initial User subscriptions will begin and continue for the initial "Subscription Period" as stated in the applicable Order. Any additional User subscriptions added after the beginning of a Subscription Period will continue for the duration of the Subscription Period. Subscriptions added during the Order term will be prorated and billed for the remainder of the current Order term.
    11.2. Renewal. User subscriptions may automatically renew for additional Subscription Periods of one year at the then current Company price, depending on the type of subscription. There shall be no automatic renewal if either party gives the other party notice of non-renewal at least sixty (60) calendar days prior to the end of the relevant Subscription Period or if renewal pricing is based on the actual number of current and anticipated users.

12. **Warranties.** Company warrants that the Materials, Platform and Services, when used in accordance with these terms and conditions a) will not infringe or otherwise violate any patents, copyrights, trademarks or other intellectual property rights of any third parties; and b) will be free from material defects in materials and workmanship when delivered.
    12.1 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, THE PROGRAMS AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Indemnification.**
    13.1. Indemnification by Company. Company will indemnify Client and Client's owners, directors, employees, agents and representatives ("Indemnified Parties"), from any and all third party claims and liabilities (including reasonable attorneys' fees) which may arise from third party patent, trademark or copyright infringement claims arising in connection with such Indemnified Parties' authorized use of the Materials, Platform and Services, except to the extent that such infringement is attributable to content provided by Client or an Indemnified Party. Company reserves the right to control the defense of any such litigation, including the employment of counsel and payment of all expenses, provided that Client provides Company with prompt written notice of such claim and Company may not settle any claim against Client unless it unconditionally releases Client of all liability.
    13.2. Indemnification by Client. Client will defend, indemnify and hold Company harmless against any loss or damage incurred in connection with claims made or brought against Company by a third party alleging that the collection and use of Client data infringes the rights of a third party, provided that Company provided prompt written notice of such claim to Client and grants Client the sole right to defend such claim.
14. **Compliance with Laws**. Each party agrees to comply with all applicable laws and regulations including, but not limited to, all export control or other trade regulations. Client hereby acknowledges that all goods and services provided under these terms and conditions are subject to U.S. export control laws and may not be provided directly or indirectly to any country to which export is prohibited by U.S. export control laws or to any individuals or entities based or resident in those countries. Client acknowledges that if Company has reason to believe that U.S. export control laws may be or have been violated, Company may, in its sole discretion, suspend or terminate the Order or Orders immediately upon written notice.
15. **Limitation of Liability**. TO THE EXTENT ALLOWED BY LAW, COMPANY'S LIABILITY TO CLIENT IN CONNECTION WITH THESE TERMS OR ANY MATERIALS, PLATFORM OR SERVICES DELIVERED HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CLIENT TO COMPANY FOR MATERIALS, PLATFORM OR SERVICES DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.
16. **Confidential Information**. Company and Client acknowledge that, subject to the exceptions set forth below, the following shall constitute "Confidential Information": (a) any information relating to an Order; (b) non-public information of a sensitive or proprietary nature to include but not be limited to financial, IT security, or technology information, ; and (c) any other information that either party

reasonably holds in confidence or has received from a third party under an obligation of confidentiality.

16.1. Exceptions. The following information will not be considered Confidential Information: a) information that is already generally available to the public at the time of disclosure by the disclosing party; b) information that hereafter becomes generally available to the public, through no fault of the receiving party; c) information that is known by the receiving party prior to the disclosure; and d) information that becomes known through a third party under no obligation not to disclose it. During the term and for three years thereafter, each party agrees to maintain the other party's Confidential Information as strictly confidential and not to, directly or indirectly, disclose or reveal it to any third party, or seek to use it for any purpose, except as contemplated in this Confirmation Form or as required by a court or governmental authority of competent jurisdiction, after first notifying the disclosing party of such disclosure requirement.

16.2. Injunctive Relief. The parties agree that a breach of this Section may cause irreparable damage which money cannot satisfactorily remedy and, therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party will be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party.

16.3. Passwords. As part of the registration process, Client will assign passwords for accounts. Client is responsible for maintaining the confidentiality of passwords, and Client agrees Company has no liability with regard to the use of such passwords. Client agrees to notify Company if it has any reason to believe that the security of Client's account has been compromised.

17. **Data Privacy and Security.** Company uses commercially reasonable practices, including encryption and firewalls, to ensure that Client data is disclosed only to Client and Users. The following documents are incorporated by reference.

17.1. Terms of Use. If Client will access Company's Platform to download digital course materials or access on-demand courses or any assessments, Company's Terms of Use will also apply and may be found here: https://cruciallearning.com/terms-policies/terms-of-use/.

17.2. Privacy Policy**.** Company's Privacy Policy may be found here: https://cruciallearning.com/terms-policies/privacy-policy/.

17.3. Data Security. In lieu of a data processing addendum, Company's Data Security document may be accessed here: https://cruciallearning.com/terms-policies/security-policy/.

17.4. Data Compliance. Client shall be responsible for: a) Users' compliance with these Terms; b) using the Materials, Platform and Services in accordance with applicable laws and regulations; and c) be solely responsible for Client data. Client shall not: a) upload or otherwise transmit through the Services anything which violates law or infringes in any way upon the rights of others; b) interfere with or disrupt the integrity or performance of the Services; or c) attempt to gain unauthorized access to the Services or related systems or networks.

18. **Assessment Data.** The individual that provides personal data as part of any assessment (the "Data Subject") owns that assessment data regardless of whether access was paid for by the Client. Only the Data Subject can give permission to share or provide access to his or her results. Those who receive access to individual results have an obligation to protect the privacy and confidentiality of the Data Subject. Assessment data are retained indefinitely and can only be deleted at the request of the Data Subject.

19. **Third-Party Providers.** Certain third-party providers offer products and services related to the Services, including implementation, customization and other consulting services related to Client's use of the Materials, Platform and Services (both offline and online), such as exchanging data with the Platform or by offering additional functionality within the user interface of the Platform. Company does not warrant any such third-party providers or any of their products or services, whether or not designated by Company as certified, validated or otherwise. Any exchange of data or other interaction between Client and a third-party provider, and any purchase by Client of a product or service offered by such third-party provider is solely between Client and such third-party provider.
20. **Term and Termination.**
    20.1. Term. Unless terminated as provided herein, the Order shall commence on the Start Date and end on the End Date as stated in the Order. Subscriptions shall terminate when all subscription periods and any renewals thereof entered into pursuant to these Terms have expired or been terminated.
    20.2. Termination. Either Party may terminate these Terms and any associated Order upon thirty (30) calendar days written notice of a material breach if such breach remains substantially uncured after the notice period. Company may immediately terminate in the event the Client has breached the License Grant terms or has failed to pay amounts due. Termination shall not relieve Client of the obligation to pay any fees due or payable to Company prior to the effective date of termination. Rights and obligations under these Terms that by their nature should survive will remain in effect after termination or expiration of the Order.
    20.3. Return of Information. Client data provided as part of an assessment will be made available to Client either from Company or through a third-party offsite storage provider for up to 90 days after termination. Reasonable storage charges may apply. Data Subject assessment results are specifically excluded from this clause.
21. **Governing Law**. The Order and all matters relating to the Order shall be governed by, and construed in accordance with, the laws of the State of California, excluding its conflict of laws provision.
22. **Insurance**. Company shall maintain in full force and effect during the term of these Terms, the following minimum insurance coverage: a) Workers' Compensation in accordance with the statutory Workers' Compensation Laws for the state(s) in which the Services are being performed; b) General Liability Insurance in the minimum amounts of $1,000,000 per occurrence and $2,000,000 aggregate; and c) Automobile Liability Insurance to include non-owned and hired vehicles in the minimum amounts of $1,000,000 combined single limit per occurrence.
23. **General Terms**.
    23.1. Independent Contractor. Company is an independent contractor to Client in respect of services provided under the Order. Neither party has the authority to act on behalf of the other party or to bind it.
    23.2. Force Majeure. Each party will be excused from performance hereunder (except for the payment of money due) for any period and to the extent that it is prevented from performing its obligations, in whole or in part, as a result of delays caused by an act of God, war, riots, fire, flood, hurricane, typhoon, tornado, earthquake, lightning, explosion, strikes, lockouts, slowdowns, power outages, governmental action, or nonperformance by third party providers of goods or services, and such nonperformance shall not be a default or a ground for termination.

23.3. No Waiver. No delay or omission by either party to exercise any right or power under the Order will impair such right or power or be construed to be a waiver thereof. All waivers must be in writing and signed by the party waiving its rights.

23.4. Notices. All notices under these Terms shall be in writing and shall be delivered by registered or certified mail, express mail, or courier with tracking system to the address stated in the Order.

23.5. Assignment. Company may, without consent of Client, assign, transfer, delegate or pledge the Order and/or its rights and obligations hereunder to any third party in connection with any merger, spin-off, or sale of substantially all of the Company's stock or assets.

23.6. Modifications. The Order and Terms may not be modified except in writing, signed by both parties.

23.7. Signatures. The Order may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF, and/or by commercially-recognized electronic signature software program shall constitute an original signature.

23.8. Headings. Headings in the Terms are for reference purposes only and will not affect the interpretation or meaning of the Terms.

23.9. Audit. If Company has a reasonable basis for believing that Client has violated the intellectual property and license grant provisions or that Client has otherwise breached these Terms, Company shall have the right, during the term of the Order and for one (1) year thereafter, to audit Client's use for the purpose of confirming Client's compliance with the provisions.

23.10. Product Updates. At Company's sole discretions, Materials, Platform and Services may be updated from time to time. Company will use reasonable efforts to provide Client with notice of such updates or modifications. However, Company makes no guarantees as to the recency of Materials, Platform and Services advertised and makes no commitment to update same.

23.11. Entire Agreement. The Order contains the entire agreement between the parties with respect to its subject matter and supersedes the provisions of any agreement prior to the date hereof. Any additional terms and conditions, such as those appearing on a purchase order, are expressly disclaimed and shall not apply.

Version: These terms and conditions are valid for all orders completed on or after October 09, 2025.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-3630 **Agenda Date:** 8/25/2026 **Agenda #:** C.92.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum with Network Services Company (dba Network Distribution)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a Participating Addendum with Network Services Company (dba Network Distribution), in an amount not to exceed $2,500,000, for janitorial supplies and equipment for use during the period of August 25, 2026 through April 26, 2027, under the terms of the Master Agreement awarded by the Regents of the University of California, a California Public Corporation, and OMNIA Partner Purchasing Cooperative Program, Countywide.

FISCAL IMPACT:
Product costs paid by User Departments (100% User Departments)

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of a Participating Addendum for janitorial supplies and equipment, to support the needs of all County departments. Categories include but are not limited to: janitorial papers, housekeeping and maintenance supplies, industrial packaging, food service disposables, and related products. Products are guaranteed through the master contract awarded by the Regents of the University, a California Public Corporation, and OMNIA Partner Purchasing Cooperative Program. Approval of this agreement provides the County with discounted products and no minimum purchase requirements.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval, the County would pay full price for the Janitorial Supplies and Equipment.

PARTICIPATING ADDENDUM
for
Janitorial Supplies and Equipment
under OMNIA Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY
Omnia Partner No.: 1135067

Supplier: **Network Services Company dba Network Distribution**
Authorized Distributor: **Oakland Paper & Supply, Incorporated dba Cogent Solutions & Supplies**

This Participating Addendum ("Addendum") is made and entered into as of August 25, 2026 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Network Services Company dba Network Distribution, an Illinois corporation ("Supplier"), whose principal place of business is 1100 East Woodfield Road, Schaumburg, IL 60173. County and Supplier are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

WHEREAS, Supplier offers goods and services awarded under Purchasing Agreement #2020002301 ("Master Contract") by the Regents of the University of California, a California public corporation, and OMNIA Partners, Public Sector, Inc. ("OMNIA"), in accordance with the terms and conditions of RFP for Janitorial Supplies & Equipment – 001183 - Apr242019 (the "RFP"), and Supplier's response to the RFP. A copy of the Master Contract is attached hereto as Exhibit A and incorporated herein. The Master Contract is made available to public agencies nationally by OMNIA.

WHEREAS, County has determined that entering into a Participating Addendum with Supplier under the OMNIA program provides a benefit to County, but that certain terms in the Master Contract must be modified and/or supplemented to satisfy legal requirements that apply to County as a California public agency.

Addendum

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Supplier and County agree as follows:

1. Term. The term of this Addendum begins on the Effective Date, and it expires on April 26, 2027. The term of this Addendum may be extended, provided that the Master Contract is extended by at least the same amount of time. Any extension of the term of this Addendum is subject to the prior approval of County's governing body. If the Master Contract is terminated prior to the expiration of the term of this Addendum, the Supplier shall continue to perform under this Addendum until the term of this Addendum expires.

2. Payment Limit. County's total payments to the Supplier under this Addendum shall not exceed $1,000,000 ("Payment Limit"). Nothing in this Addendum obligates County to make any purchases, or any particular volume of purchases, under this Addendum. This Addendum is not exclusive, and County expressly reserves its right to enter into other contracts for the purchase of the same or similar equipment, supplies, and materials from other vendors. If County issues any purchase orders to make purchases under this Addendum, County will be responsible for ensuring that the sum of all such purchase orders does not exceed the Payment Limit.

3. Changes to Master Contract. For the purposes of this Addendum, the terms of the Master Contract are incorporated in, and made a part of, this Addendum, except to the extent the terms of the Master Contract are modified by this Addendum, as follows:

    a. Each reference to "UC" in the Master Contract is deleted and replaced with "County."

    b. Paragraph 14 (Amendments to UC Terms and Conditions of Purchase) is hereby deleted and replaced with the following:

    "The Contra Costa County 'CCC Terms & Conditions' will govern this Agreement and are attached as Attachment A."

    c. Paragraph 15 (Incorporated Documents) is hereby deleted and replaced with the following:

    "This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

        a. Contra Costa County "CCC Terms & Conditions," Attachment A
        b. Intentionally omitted.
        c. Intentionally omitted.
        d. RFP-UC Janitorial Supplies & Equipment -Apr242019 Janitorial RFP SOW - Attachment D
        e. Pricing – Attachment E
        f. Supplier response to RFP-UC Janitorial Supplies & Equipment -Apr242019 – Attachment F"

4. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Addendum shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any litigation to enforce or interpret this Addendum shall be filed and prosecuted in a state or federal court in California where venue is proper, and which has jurisdiction over the parties and over the subject matter of the litigation.

5. No Joint Venture. At all times during the term of this Addendum, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Addendum does not create any rights or obligations between the parties other than those expressly set forth herein, and nothing in this Addendum shall be construed as conferring any rights upon any third parties or any other party other than County and Supplier.

6. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Addendum, if any authorized distributor, dealer, or affiliate performs any of Supplier's obligations under this Addendum, or if County issues a purchase order to an authorized distributor, dealer, or affiliate identifying the purchase is made pursuant to this Addendum, the Supplier shall be solely responsible for ensuring the authorized distributor, dealer, or affiliate performs in accordance with the terms of this Addendum, and Supplier shall be liable for any failure by the authorized distributor, dealer, or affiliate to perform in accordance with the terms of this Addendum. Supplier's obligations under this section shall survive the termination or expiration of this Addendum.

    a. *Local Distributor*. The parties acknowledge and agree that all goods and services purchased pursuant to this Addendum shall be provided by Oakland Paper & Supply, Incorporated dba Cogent Solutions & Supplies, a California corporation, whose principal place of business registered with the California Secretary of State is 3200 Regatta Blvd, Suite F, Richmond, CA 94804.

7. Amendment. This Addendum may be amended or modified at any time by mutual agreement of the parties in writing.

8. Termination. Notwithstanding anything to the contrary in the Master Contract, either County or the Supplier may terminate this Addendum at any time upon sixty (60) days' written notice to the other party at the other party's address specified in Section 11 (Notices) of this Addendum.

9. Performance. Supplier affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Addendum. Supplier shall be solely responsible for guaranteeing any of its authorized distributors/dealers perform in accordance with the requirements of this Addendum. If County issues any purchase orders to acquire goods or services under this Addendum, to the extent that there is any conflict between the terms of the purchase order and a term in this Addendum, the terms of this Addendum shall govern and prevail over the conflicting term in the purchase order.

10. Order of Precedence. If there is any conflict between any terms of this Addendum, the Master Contract, or any purchase order issued to Supplier under this Addendum, the order of precedence for interpreting the Parties' obligations shall be: first, any purchase order issued under this Addendum; second, this Addendum; and third, the Master Contract.

11. Notices. Notices to the parties shall be provided to:

Supplier

Network Services Company
1400 American Lane, Suite 300
Schaumburg, IL 60173
Contact: Dan Seko
Telephone: (224) 361-2278
Email: dceko@networkdistribution.com

County:

Contra Costa County – Purchasing Services
255 Glacier Drive, building 500
Martinez, CA 94553
Contact: Cynthia Shehorn, Procurement Services Manager
Telephone: (925) 313-2054
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class U.S. Mail, with postage prepaid by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing if mailed by First Class U.S. Mail with postage prepaid.

12. Successors and Assigns; Assignment. This Addendum shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Addendum may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

PARTICIPATING ADDENDUM
for
Janitorial Supplies and Equipment
under OMNIA Purchasing Cooperative Program

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Supplier: **Network Services Company**
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name: Dan Ceko
Title: Procurement Services Manager	Title: Treasurer and Corporate Counsel
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Liliana Garcia
Deputy County Counsel

Attachments:

Exhibit A – Master Contract

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3631 **Agenda Date:** 8/25/2026 **Agenda #:** C.93.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Got Power, Inc. d/b/a CD & Power for On-Call Generator Maintenance and Repair Services, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Got Power, Inc. d/b/a CD & Power in an amount not to exceed $3,000,000, to provide on-call generator maintenance and repair services at various County sites and facilities, for the period of August 1, 2026 through July 31, 2031, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services, is responsible for the maintenance and repairs of all County buildings and properties. Government Code Section 25358 authorizes the County to contract for the maintenance and upkeep of County facilities. On July 31, 2026 two on-call generator maintenance and repair contracts expired after reaching their maximum five-year term.

Work completed under this contract will consist of scheduled routine generator maintenance and repairs as needed to ensure that County generators are functioning as designed. Emergency repair services will also be conducted on an as needed basis.

The Public Works Department recently conducted a formal solicitation for on-call generator maintenance and repair services in January of 2026. The Request for Proposal was originally bid on Bidnet Direct #RFP_F-CONTR-0000000167. After thorough evaluation of the bids received, two contractors were awarded for these services.

This contract will have a term of five (5) years, and the contract payment limit will be $3,000,000. Facilities Services is requesting approval of a contract with Got Power, Inc. d/b/a CD & Power for the term August 1, 2026 through July 31, 2031, in the amount of $3,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, on-call generator maintenance and repair services with Got Power, Inc. d/b/a

CD & Power will not begin, and County generator repairs will be limited.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3632 **Agenda Date:** 8/25/2026 **Agenda #:** C.94.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Massone Mechanical, Inc. for On-Call Refrigeration Maintenance and Repair Services, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Massone Mechanical, Inc. in an amount not to exceed $2,000,000, to provide on-call refrigeration maintenance and repair services at various County sites and facilities, for the period of June 1, 2026 through May 31, 2031, 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 of the County's refrigeration units. There are over 300 refrigeration units throughout the County. Approximately 250 of those units are Follet medical refrigerators. These refrigerators were chosen because of their dependability and features. Medical refrigerators are used to store highly sensitive vaccines and other medications in the County's hospitals, clinics, and public health offices. Massone Mechanical, Inc. has the tools, equipment and training to service all of the County's refrigeration units.

Government Code Section 25358 authorizes the County to contract for the maintenance and upkeep of County facilities. On May 31, 2026 the prior on-call refrigeration maintenance and repair contract with Massone Mechanical, Inc. expired after reaching its maximum five-year term. The Public Works Department recently conducted a formal solicitation for on-call refrigeration maintenance and repair services in April of 2026. The Request for Proposal was originally bid on Bidnet Direct #RFP_F-CONTR-0000000217. After thorough evaluation of the bids received, one contractor was awarded for these services, Massone Mechanical, Inc.

Due to the expiration of the prior agreement on May 31, 2026, and the critical need to maintain refrigeration systems supporting hospital and vaccine storage operations, services continued on an as-needed basis following completion of a competitive solicitation process. Approval of this agreement will ensure continuity of services, and ratification is requested for services rendered from June 1, 2026, through the date of Board approval.

This new contract will have a term of five (5) years, and the contract payment limit will be $2,000,000.

Facilities Services is requesting approval of a contract with Massone Mechanical, Inc. for the term June 1, 2026 through May 31, 2031, in the amount of $2,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, on-call refrigeration maintenance and repair services with Massone Mechanical, Inc. will not continue, and County refrigeration repairs will be limited.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3633 **Agenda Date:** 8/25/2026 **Agenda #:** C.95.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Peterson Trucks, Inc. for On-Call Fleet Truck Parts Supply and Support Services, Countywide.

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Peterson Trucks, Inc., in an amount not to exceed $1,000,000, to provide truck parts supply and support services for the period of August 1, 2026 through July 31, 2029, Countywide.

FISCAL IMPACT:
100% Fleet Internal Service Fund

BACKGROUND:
Public Works Fleet Services oversees maintenance and repair operations for more than 1,700 vehicles. Maintaining an adequate supply of parts for our fleet trucks is critical to the upkeep and repair of County vehicles.

In December 2025, the Public Works Department conducted a formal solicitation for on-call fleet truck parts supply and support services, posting the Request for Proposal on BidNet Direct (RFP_F-Contr-0000000160). Six proposals were received, and Peterson Trucks, Inc. was among the vendors awarded the contract.

Peterson Trucks, Inc. provides truck parts on an as-needed basis, supporting both routine stock replenishment and urgent unit-down situations to ensure reliable on-call access to fleet truck parts and related support services for County-owned vehicles and equipment.

Fleet Services is requesting approval of a service contract with Peterson Trucks, Inc. for the term August 1, 2026 through July 31, 2029 in the amount of $1,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this contract, there will be no vendor available to service and repair the fleet shop's trucks, which would disrupt fleet operations, Countywide.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3634 **Agenda Date:** 8/25/2026 **Agenda #:** C.96.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 3 with Frank McGuire, a Sole Proprietor, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Frank McGuire effective August 31, 2026, to extend the term through November 30, 2026, with no change to the payment limit, for on-call landscaping services at various County sites and facilities, Countywide.

FISCAL IMPACT:
While this action has no fiscal impact, the contract is funded out of the Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services, is responsible for maintaining the irrigation and drainage systems at County facilities along with weed abatement of County-owned properties. On-call landscaping contracts are on an as-needed basis, utilized when the demand for landscaping and weed abatement services exceeds staffing levels.

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. The Request for Proposal was originally bid on BidSync #2102-457. The Public Works Department conducted a thorough evaluation and Frank McGuire d/b/a The Landscape Company was one of two vendors awarded for this type of work. The Public Works Department originally awarded a three (3) year contract for $2,000,000 with the term September 1, 2021, through August 31, 2024.

Amendment No. 1 was approved and became effective on August 31, 2024, increasing the contract payment limit to $3,000,000 and extending the contract term through August 31, 2026. Amendment No. 2 was approved and became effective on July 1, 2025, to revise the rates in the contract's service plan.

Facilities Services is requesting approval of Amendment. No. 3 with Frank McGuire d/b/a The Landscape Company, to extend the contract term from August 31, 2026, through November 30, 2026, with no change to the contract payment limit. The requested three-month extension is necessary to allow the Contractor to complete the recently awarded landscaping project at the Public Defender's Office, located at 800 Ferry Street, Martinez and to ensure continuity of on-call landscaping services during the project completion period.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of this Contract Amendment No. 3, landscaping services with Frank McGuire d/b/a The Landscape Company will be discontinued, and future projects will not be completed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3635 **Agenda Date:** 8/25/2026 **Agenda #:** C.97.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Consulting Services Agreement with Dynamic Dzyne Associates, Inc. dba Substrate, Inc, Crockett and Port Costa areas.

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Dynamic Dzyne Associates, Inc. dba Substrate, Inc. in an amount not to exceed $322,000 for construction management services for the 2026 Crockett and Port Costa Overlays and Curb Ramps Project, for the period June 23, 2026 through December 31, 2027, Crockett and Port Costa areas. (County Project No.: 0672-6U2186) (District V)

FISCAL IMPACT:
Work performed under this contract will be funded by 100% Local Road Funds.

BACKGROUND:
The project will generally consist of installing ADA compliant curb ramps at multiple locations and cold planing and placing a hot mix asphalt (HMA) overlay on various roads in the unincorporated Crockett and Port Costa areas. Work will also include tree trimming, removing existing curb and sidewalk, setting survey monuments, and placing thermoplastic striping and pavement markings.

Dynamic Dzyne Associates, Inc. dba Substrate, Inc. was selected to provide construction management services for the project after completing a request for proposal solicitation and technical proposal process. Public Works has successfully negotiated with Dynamic Dzyne Associates, Inc. dba Substrate, Inc. to provide these construction management services.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A delay in construction of the Project will occur, ultimately delaying the completion of the Project. Project delay may also result in substantial additional project costs.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3636 **Agenda Date:** 8/25/2026 **Agenda #:** C.98.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Purchase Orders for Traffic Signal Equipment, Materials, and Related Maintenance Supplies, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, individual purchase orders with: Azco Supply, Inc., CED Bay Area - Concord, JAM Services, Nor Cal Signal Supply LLC, Swarco McCain, Inc, and Traffic and Parking Control Co., LLC, in an amount not to exceed $1,750,000 for each purchase order, to supply traffic signal equipment, materials, and related maintenance supplies on an as-needed basis, for the period August 25, 2026 through August 24, 2029, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services Division, is responsible for the maintenance, repair, and operational management of County-owned buildings and infrastructure in support of County operations. As part of these responsibilities, Facilities Services supports a vast network of traffic control systems used throughout Contra Costa County.

To ensure reliable access to traffic signal equipment, materials, and related maintenance supplies, the County initiated a formal solicitation process through Bidnet Direct. The Request for Proposals, Traffic Signal Supply Houses (Equipment, Materials, and Related Supplies), was issued under Solicitation RFP_F-Contr-0000000215, with a closing date of May 28, 2026. The solicitation sought qualified suppliers and distributors capable of providing as-needed procurement and delivery of signal heads, pedestrian hardware, underground utility components, traffic management electronics, street lighting materials, and related commodities. These materials support ongoing and emergency needs for traffic signal maintenance and repair across County-owned intersections.

After thorough evaluation of the bids received, eight vendors were selected for award under the County's traffic signal supply category. Azco Supply, Inc., CED Bay Area - Concord, JAM Services, Nor Cal Signal Supply LLC, Swarco McCain, Inc, and Traffic and Parking Control Co., LLC demonstrated the required qualifications, inventory capacity, and ability to provide equipment categories such as signal heads, accessible pedestrian push

button hardware, rental message boards, loop wire, conduit, detection systems, and street lighting components.

Facilities Services is requesting approval for three-year purchase orders with Azco Supply, Inc., CED Bay Area - Concord, JAM Services, Nor Cal Signal Supply LLC, Swarco McCain, Inc, and Traffic and Parking Control Co., LLC for the term August 25, 2026 through August 24, 2029, in the amount of $1,750,000 each.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommended purchase orders with Azco Supply, Inc., CED Bay Area - Concord, JAM Services, Nor Cal Signal Supply LLC, Swarco McCain, Inc, and Traffic and Parking Control Co., LLC are not approved, Facilities Services will be unable to procure critical traffic signal equipment, materials, and related maintenance supplies on an as-needed basis. Without these purchase orders, Facilities Services would lack dependable avenues for acquiring replacements for failed signal heads, pedestrian push button hardware, underground utility components, traffic management electronics, and emergency rental equipment.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3637 **Agenda Date:** 8/25/2026 **Agenda #:** C.99.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Advertisement for Chiller Replacement Project at 151 Linus Pauling Drive, Hercules

RECOMMENDATIONS:

APPROVE the design and bid documents, including the plans and specifications, for the Chiller Replacement Project located at 151 Linus Pauling Drive, Hercules.

AUTHORIZE the Public Works Director, or designee, to advertise/solicit bids on August 12, 2026, and bids to be received on or about October 1, 2026. Authorize bid addenda to be issued as needed, for clarification of bid documents, provided the changes do not significantly increase the construction cost estimate.

DIRECT the Clerk of the Board to publish, at least 14 days before the bid opening date, the Notice to Contractors in accordance with the Public Contract Code Section 22037, inviting bids for this project.

DIRECT the Public Works Director, or designee, to send notices by email, and by US Mail to the construction trade journals specified in the Public Contract Code Section 22036 at least 15 days before the bid opening.

DETERMINE the Project is California Environmental Quality Act (CEQA), Categorical Exemption, pursuant to Article 19, Section 15302(c) of the CEQA Statutes and Guidelines.

FISCAL IMPACT:

Estimated Construction cost: $4,182,193. $1,400,000 (33.48%) will be funded through Measure X fund, $186,294 (4.45%) will be funded through unallocated Measure X Funds, $823,000 (19.68) will be funded through EHSD Funds, $940,000 (22.48%) will be transferred from 30 Douglas Generator Project, and $832,899. (19.91) undesignated cap funds.

BACKGROUND:

The existing chiller units (HVAC units) which provide air cooling to the building, have been in use since the 1990's, have reached the end of their useful life, and are failing. The existing chillers are frequently out of order and can no longer keep the building at a consistent temperature. Staff have on occasion been relocated out of the building due to excessive interior temperatures, and there are regular complaints about uncomfortable working conditions. Employment and Human Services Department (EHSD) staffing has increased at this location, magnifying the problem.

The project consists of replacing four rooftop packaged HVAC (chiller) units. These units will be replaced with

four higher efficiency packaged HVAC units and tied into the existing building management system.

CONSEQUENCE OF NEGATIVE ACTION:
Without Board of Supervisors approval, the project will not be constructed, and excessive interior temperatures during hot weather will create uncomfortable working conditions, at times requiring relocation of staff and interruption of services.

Delay in approving the plans will impact the staff working in the building and result in ensuing temperature fluctuations. Temperature ranges outside the human comfort zone will result in expenses incurred due to the necessity of relocating staff.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3638 **Agenda Date:** 8/25/2026 **Agenda #:** C.100.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Click or tap here to enter text.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
AUTHORIZE the Public Works Director, or designee, to advertise the 2026 On-Call Walking Excavator Services Contract(s) for Various Road and Flood Control Maintenance Work to provide walking excavator services on steep slopes for rock slope protection repair, road bench repair, and creek bank repair, Countywide.

FISCAL IMPACT:
100% Local Road and Flood Control Funds.

BACKGROUND:
The Contra Costa County Public Works Department (County) maintains over 660 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout the County.

The County will use the 2026 On-Call Walking Excavator Services Contracts for Various Road and Flood Control Maintenance Work to provide walking excavator services for a variety of maintenance needs, including, but not limited to, rock slope protection repairs, road bench repairs, and creek bank repairs at various locations throughout Contra Costa County.

The County intends to award at maximum of three (3) $750,000 contracts to responsible bidder(s). The contract will have a term of one (1) year with the option of two (2) one-year extensions. The contract(s) will be used, as needed, without a minimum amount required to be spent.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not advertised, the County may be unable to complete routine road and flood control maintenance work in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3639 **Agenda Date:** 8/25/2026 **Agenda #:** C.101.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Chevron U.S.A. Inc. Revised Pipeline Length and Annual Fee

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACKNOWLEDGE changes to the annual fee amount and pipeline length in Resolution No. 2026-92 which granted a ten-year pipeline franchise renewal to Chevron U.S.A. Inc. pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305 for pipelines located in unincorporated areas of the County near Bay Point, Brentwood, Byron, Martinez, and North Richmond, as recommended by the Public Works Director.

FISCAL IMPACT:
The change to Resolution No. 2026-92 described in the Background section below will modify the amount generated by the pipeline franchise per year from approximately $3,000 to approximately $3,400 commencing with calendar year 2026. The annual franchise payment will be calculated at the rate of $1.77 per cubic foot of pipeline within the County right-of-way. The number of cubic feet of pipeline subject to the franchise fee rate will be calculated by taking the area of the inside diameter of the pipeline plus 1" and multiplying it by the length of the pipeline within the County right-of-way. A minimum inside diameter of six (6) inches will be used for these calculations. The annual franchise fee rate of $1.77 per cubic foot is increased annually by the change in the Consumer Price Index, all Urban Consumers for the San Francisco-Oakland-Hayward Area (1982-84 = 100), with December 2012 (239.53) as the base CPI month.

BACKGROUND:
On August 13, 2013, this Board adopted Ordinance No. 2013-19 (establishing regulations for granting pipeline franchises in County rights-of-way) and Resolution No. 2013/305 (establishing pipeline franchise fee amounts).

On January 5, 2016, this Board approved Resolution No. 2016/13 granting a pipeline franchise to Chevron U.S.A. Inc. pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305.

Chevron U.S.A. Inc. filed a written application with the County, dated December 9, 2025, wherein it requested the granting of a pipeline franchise ten-year renewal pursuant to the terms and conditions of County Ordinance No. 2013-19.

On March 31, 2026, this Board adopted Resolution No. 2026-92 (Item C.90) granting a ten-year franchise renewal to Chevron U.S.A. Inc. for the following pipelines for a term of 10 years:

1. Bay Area Products Line (BAPL) - 8-inch diameter, 691 feet Petroleum Products.
2. Bay Area Products Line (BAPL) - 10-inch diameter, 403 feet Petroleum Products.
3. Northern California (NCG) System - 12-inch diameter, 285 feet Natural Gas.
4. Northern California (NCG) System - 18-inch diameter, 154 feet Natural Gas.

All four (4) pipelines were included in the approval of Resolution No. 2016/13. Since then, Buchanan Road has been annexed into the City of Pittsburg and Marsh Creek Road is now under Caltrans jurisdiction as part of State Highway 4. Also, the County confirmed the width of public right-of-way corresponding to the pipeline crossing McAvoy Road is 64 feet and the width of public right-of-way corresponding to the pipeline crossing Holey Road and N Bruns Way are 52 feet and 74 feet respectively. As a result, the lengths for the 8-inch BAPL, 10-inch BAPL, and 12-inch NCG pipelines have been revised accordingly.

Subsequent to approval of Resolution No. 2026-92, County staff identified an additional 350 feet of pipeline in County right of way shown on Location Map 1 for the 8-inch diameter line (BAPL). Approval of changes to Resolution No. 2026-92 will document the revised annual fee and the following pipelines in County right of way.

1. Bay Area Products Line (BAPL) - 8-inch diameter, 1,041 feet Petroleum Products.
2. Bay Area Products Line (BAPL) - 10-inch diameter, 403 feet Petroleum Products.
3. Northern California (NCG) System - 12-inch diameter, 285 feet Natural Gas.
4. Northern California (NCG) System - 18-inch diameter, 154 feet Natural Gas.

CONSEQUENCE OF NEGATIVE ACTION:
Resolution No. 2026-92 will not accurately reflect the length of pipelines in County right of way.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF changes to Resolution No. 2026-92 recognizing a modification to pipeline length and annual fee amount included in the granting of a ten-year pipeline franchise renewal to Chevron U.S.A. Inc.

The Board of Supervisors of the County of Contra Costa finds and declares:

WHEREAS, on August 13, 2013, this Board adopted Ordinance No. 2013-19 (establishing regulations for granting pipeline franchises in County rights-of-way), which became effective September 12, 2013; and Resolution No. 2013/305 (establishing pipeline franchise fee amounts).

WHEREAS, on January 5, 2016, this Board approved Resolution No. 2016/13 granting a pipeline franchise to Chevron U.S.A. Inc. pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305.

WHEREAS, Chevron U.S.A. Inc. filed a written application with the County, wherein it has requested the granting of a ten-year pipeline franchise renewal pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305.

WHEREAS, Chevron U.S.A. Inc. identified the following four (4) pipelines, which it owns and will be covered under the proposed pipeline franchise renewal as:

1. Bay Area Products Line (BAPL) - 8-inch diameter, 691 feet Petroleum Products.
2. Bay Area Products Line (BAPL) - 10-inch diameter, 403 feet Petroleum Products.
3. Northern California (NCG) System - 12-inch diameter, 285 feet Natural Gas.
4. Northern California (NCG) System - 18-inch diameter, 154 feet Natural Gas.

WHEREAS, on March 31, 2026, this Board adopted Resolution No. 2026-92 granting a pipeline franchise renewal to Chevron U.S.A. Inc. pursuant to Ordinance No. 2013-19 and Resolution 2013/305.

WHEREAS, subsequent to approval of Resolution No. 2026-92, County staff identified an additional 350 feet of pipeline within County right of way shown on Location Map 1 of Exhibit 1 for the 8-inch diameter line (BAPL).

WHEREAS, the change to Resolution No. 2026-92 will include the following pipelines owned by Chevron U.S.A. Inc. as:

1. Bay Area Products Line (BAPL) - 8-inch diameter, 1,041 feet Petroleum Products.
2. Bay Area Products Line (BAPL) - 10-inch diameter, 403 feet Petroleum Products.
3. Northern California (NCG) System - 12-inch diameter, 285 feet Natural Gas.

4. Northern California (NCG) System - 18-inch diameter, 154 feet Natural Gas.

NOW, THEREFORE, BE IT RESOLVED

1. The Board of Supervisors of Contra Costa County finds and declares that the foregoing recitals are true and correct.

2. Pursuant to Ordinance No. 2013-19, a franchise renewal to operate pipelines in certain rights of way as described below is hereby granted to Chevron U.S.A. Inc. for a term of ten years.

   A. A franchise to operate an 8-inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 1,041 feet (BAPL Pipeline).

   B. A franchise to operate a 10-inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 403 feet (BAPL Pipeline).

   C. A franchise to operate a 12-inch diameter natural gas pipeline bisecting the County from east to west and crossing various County rights of way for a lineal distance of approximately 285 feet (NCG System Pipeline).

   D. A franchise to operate an 18-inch diameter natural gas pipeline bisecting the County from east to west and crossing various County rights of way for a lineal distance of approximately 154 feet (NCG System Pipeline).

3. The location of the pipelines is depicted on the maps attached hereto as Exhibit 1.

4. The annual franchise payment to be paid pursuant to County Resolution 2013/305 shall be calculated at the rate of $1.77 per cubic foot of pipeline within the County right-of-way. The number of cubic feet of pipeline subject to the franchise fee rate will be calculated by taking the area of the inside diameter of the pipeline plus 1" and multiplying it by the length of the pipeline within the County right-of-way. A minimum inside diameter of six (6) inches will be used for these calculations. The annual franchise fee rate of $1.77 per cubic foot is increased annually by the change in the Consumer Price Index, all Urban Consumers for the San Francisco-Oakland-Hayward Area (1982-84 = 100), with December 2012 (239.53) as the base CPI month.

5. The Director of Public Works, or his designee, is authorized to administer the pipeline franchise granted pursuant to this resolution.

6. The Resolution shall take effect upon the following:

Within 30 days of the date of this Resolution, Chevron U.S.A. Inc. must file with the Public Works Department the following: (1) a written acceptance of the terms and conditions of the franchise granted to the Resolution,

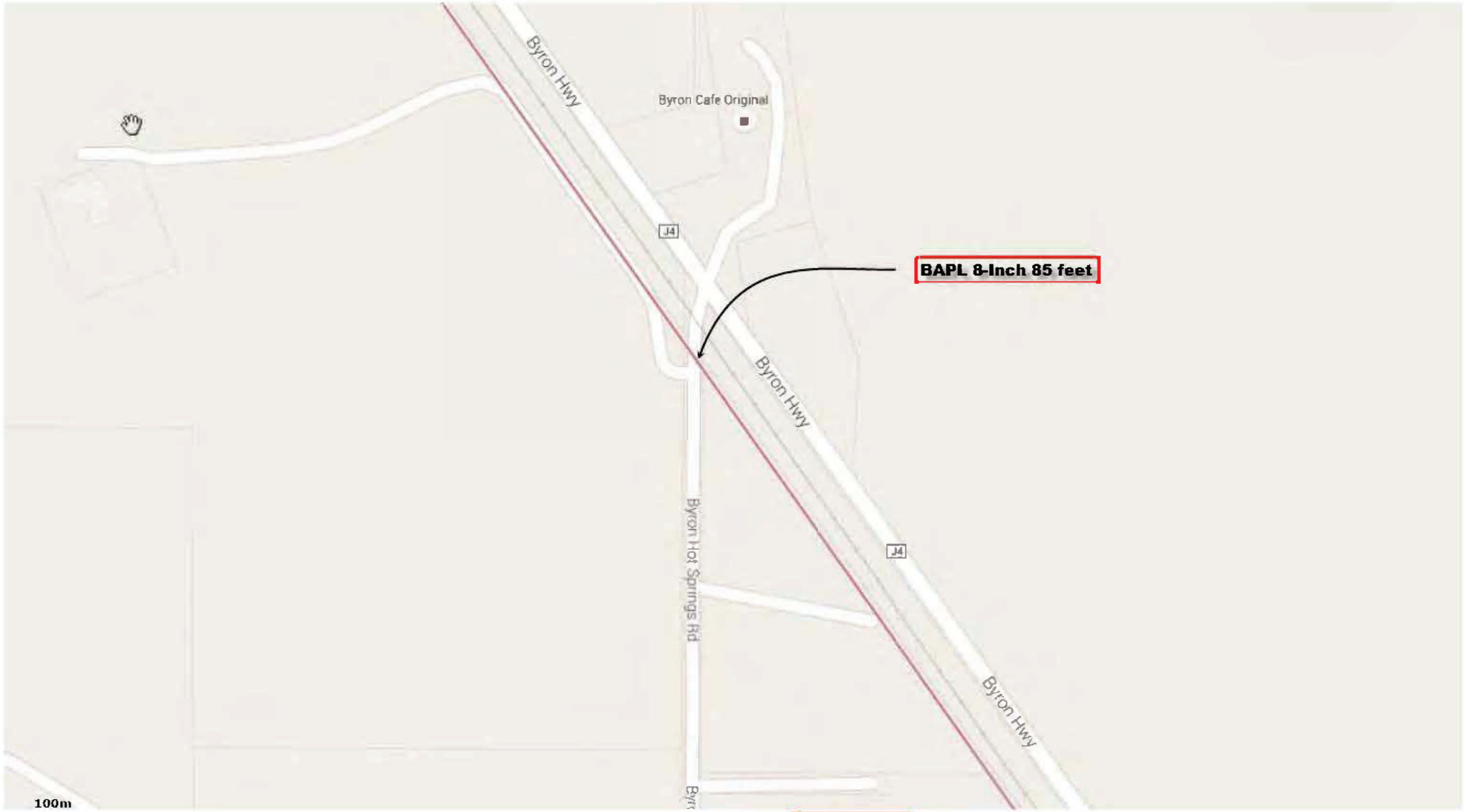
Ordinance No. 2013-19, and Resolution No. 2013/305; (2) a performance bond in the form approved by the Board, and, (3) insurance coverage as required by Ordinance No. 2013-19.

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 1

Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Exhibit 1

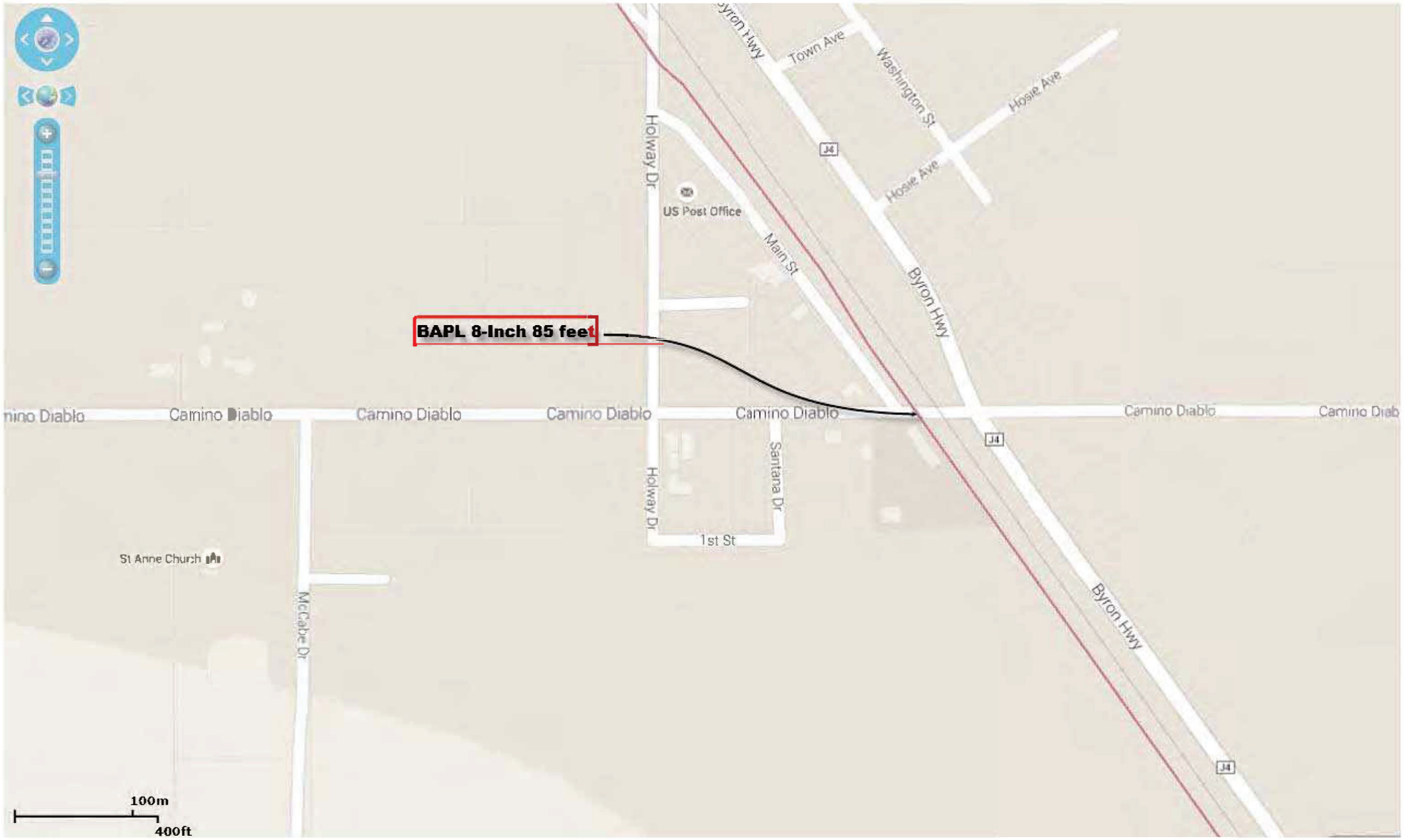
Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 2



Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 3

Exhibit 1



Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 4

Exhibit 1

Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 5

Exhibit 1

Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 6

Exhibit 1

Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

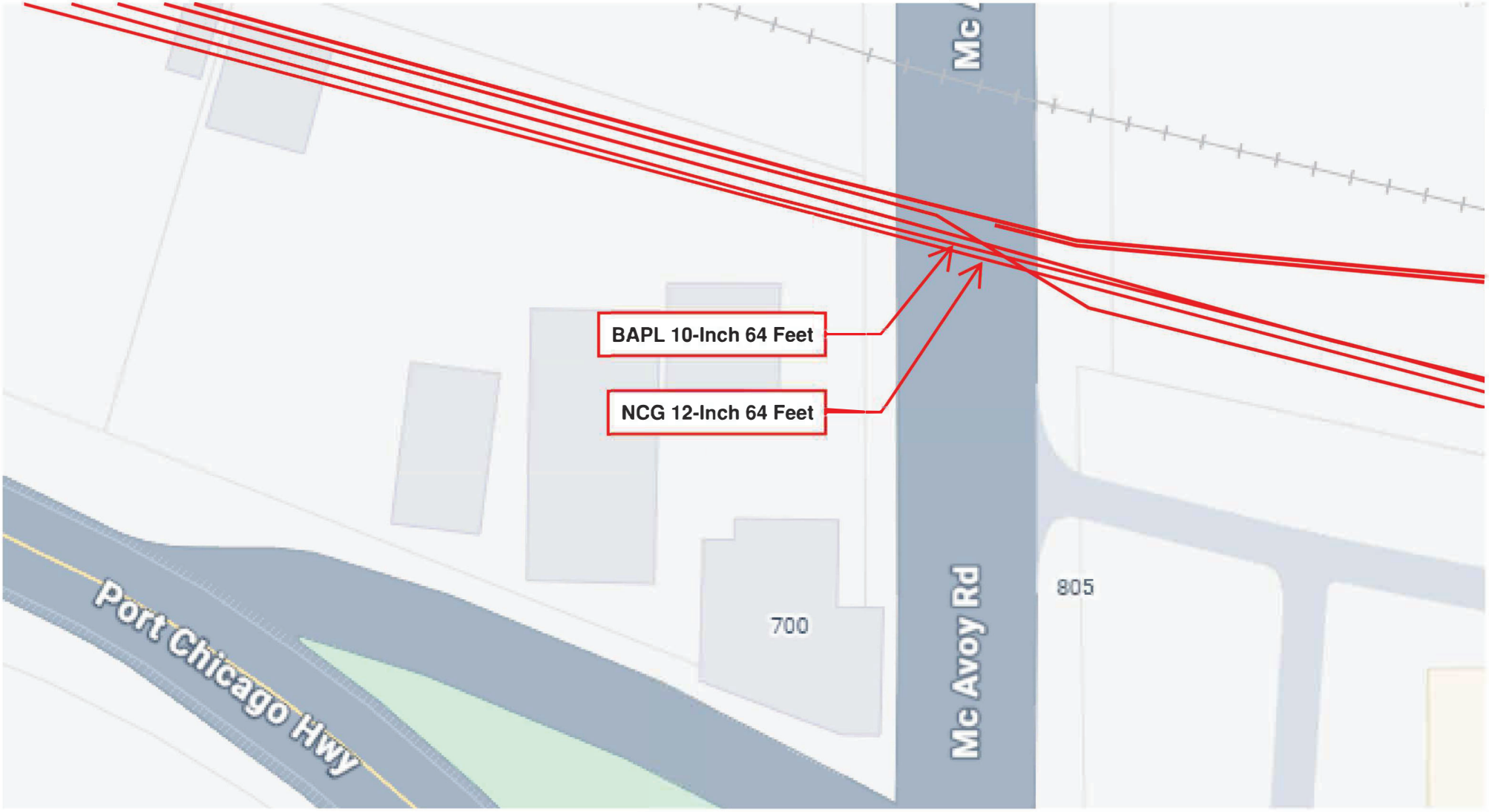
Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 7

Exhibit 1

Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Exhibit 1

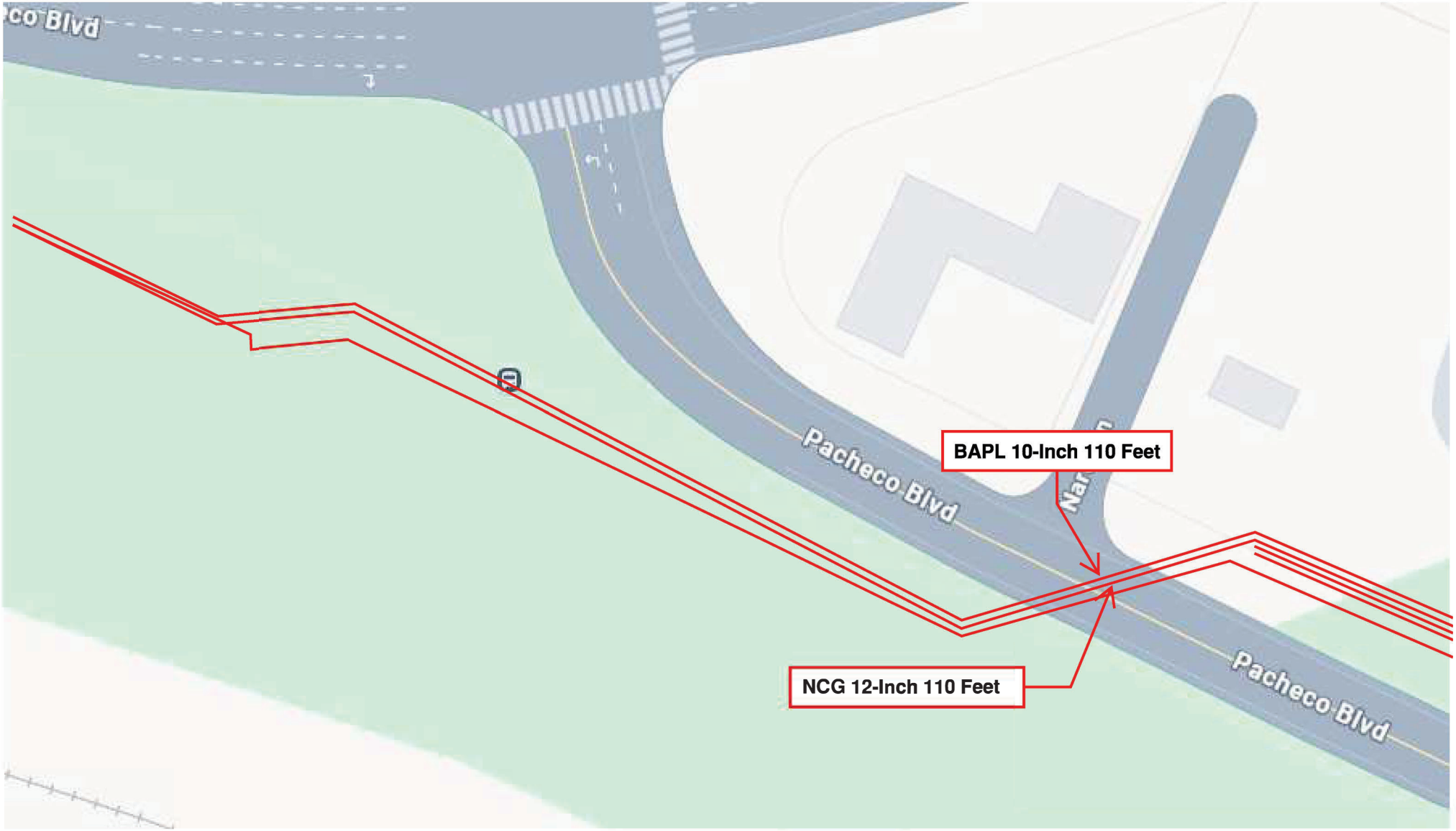
Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 8



Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 9

Exhibit 1



Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Exhibit 1

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 10

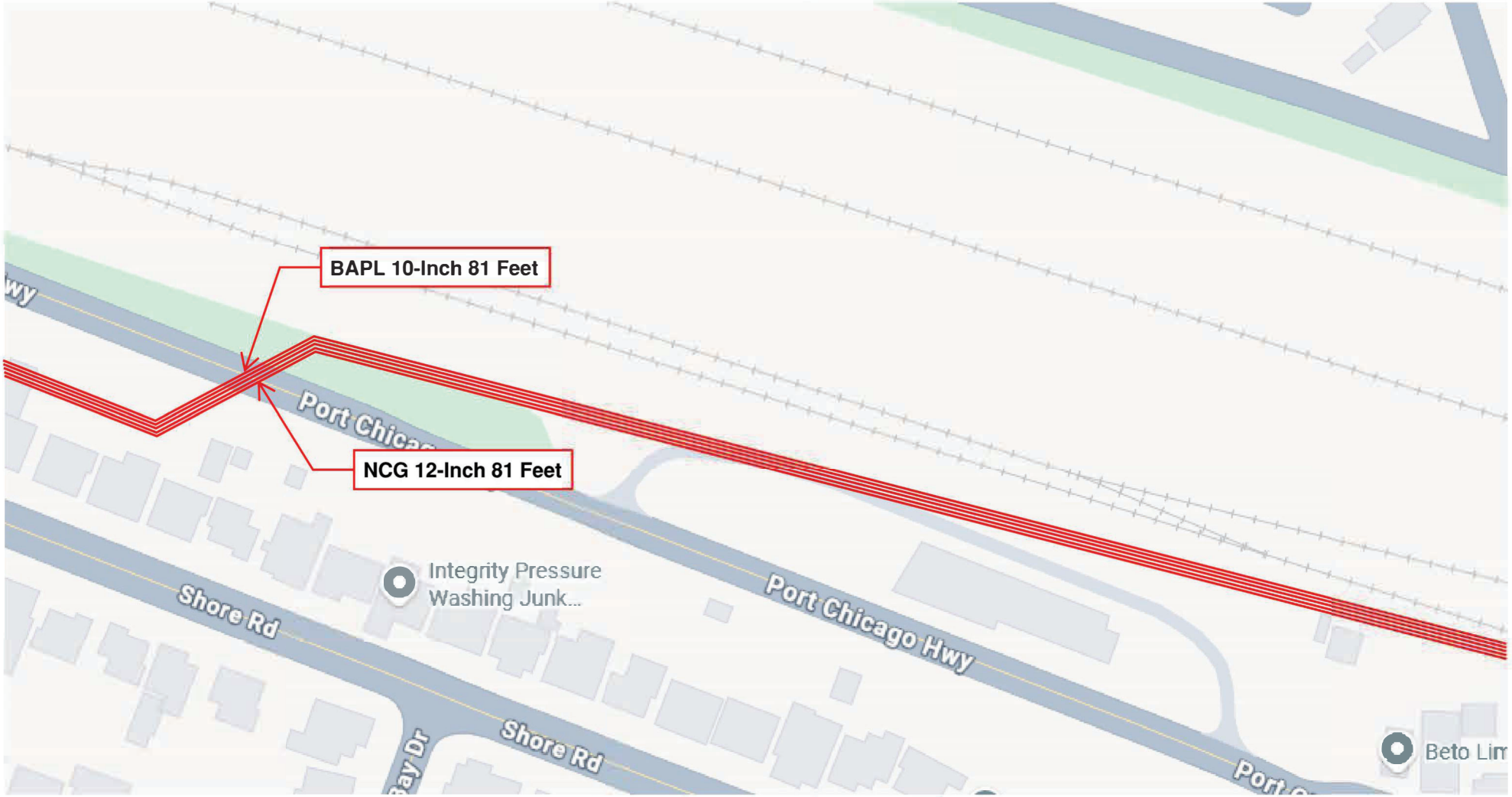
Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 11

Exhibit 1

Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

Chevron U.S.A. Inc. Pipeline Franchise
County ROW Crossings
Location Map 12



Indicates pipeline to be under Chevron U.S.A. Inc. Franchise

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3640 **Agenda Date:** 8/25/2026 **Agenda #:** C.102.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts with Bel-Air Mechanical, Inc. and Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento, for Mechanical Projects Related to Facilities Maintenance, Improvement, Repair, and Heating, Ventilation, Air Conditioning (HVAC) installation, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

(1) APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contracts (JOC) #003 and #004 (Mechanical).

(2) DETERMINE that Bel-Air Mechanical, Inc. and Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento submitted the two lowest responsive and responsible bids for the award of job order contracts.

(3) AWARD job order mechanical contracts for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to Bel-Air Mechanical, Inc. (#003) and Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento (#004), in the amount of $1,000,000 each, for a term of one year (commences ninety (90) days after contract execution or upon first Notice to Proceed, whichever comes first for each contract), and DIRECT that the Public Works Director, or designee, prepare the contracts.

(4) DIRECT that Bel-Air Mechanical, Inc. and Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of $1,000,000.

(5) ORDER that, after Bel-Air Mechanical, Inc. and Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento has signed the job order contracts and returned them, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contracts for the Board.

(6) ORDER that, upon signature of the job order contracts by the Public Works Director, or designee, any bid bonds posted by such bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) AUTHORIZE the Public Works Director, or designee, to increase the value of JOC #003 and #004, by change order(s), up to a contract limit of $6,210,000, but in no case to more than the amount permitted under Public Contract Code Section 20128.5.

(10) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Section 4107 and 4110.

FISCAL IMPACT:
Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of $25,000 to a maximum of $6,210,000.

BACKGROUND:
To enhance efficiency in delivering County projects, the County utilizes several project delivery methods. One such method is authorized under Public Contract Code Section 20128.5, which allows counties to award one or more individual annual contracts for repair, remodeling, or other repetitive work to be done according to unit prices. After an annual contract is awarded, individual projects are executed through written job orders performed at the unit prices included in the contract. Job Order Contracting (JOC) has proven to reduce costs, expedite delivery, and increase productivity for County maintenance and improvement projects.

On March 1, 2024, the County executed a Consulting Services Agreement with The Gordian Group dba The Mellon Group to provide JOC program development and implementation services for various County projects. Under this agreement, Gordian develops and maintains a JOC catalog, also known as a "unit price book", that contains individual construction tasks for repair, remodeling, and other repetitive work such as general conditions, driveways, parking lots, and other facility-related components.

On June 23, 2026, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for painting and mechanical (HVAC) projects and bring to the Board recommendations to award up to four contracts (two for painting and two for mechanical). Bids were invited by the Public Works Director, and on July 28, 2026, the Public Works Director received 4 bids for the mechanical job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. The two lowest responsive bidders are being recommended for contract award. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts, including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County's job order contracting consultant, The Gordian Group, Inc.

The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the

minimum rates paid on the projects covered by the annual Job Order Contracts. Four (4) bids for Mechanical Job Order Contracts #003 and #004 were received and opened by the Public Works Department on July 28, 2026 and the bid results are as follows:

BIDDER	AWARD CRITERIA
Bel-Air Mechanical, Inc.	1.0260
Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento	1.2654
A & B Mechanical, Inc.	1.3572
Matrix HG, Inc.	3.0480

Staff have determined that the two lowest bids received from Bel-Air Mechanical, Inc. and Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento are responsive. The Public Works Director recommends the Board award the job order contracts for this project to Bel-Air Mechanical, Inc. (#003) and Air Systems Service & Construction LLC d/b/a Air Systems of Sacramento (#004).

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as job orders are initiated. Each of the job order contractors will perform outreach required under the County's Outreach Program for the work to be performed under each job order in excess of $175,000.

CONSEQUENCE OF NEGATIVE ACTION:
If these JOC contracts are not awarded, the County will not have sufficient resources to complete many of the County mechanical projects involving facilities maintenance, improvement, repair, modernization, remodeling, heating, ventilation, air conditioning (HVAC) installation, and other related work that Public Works is tasked with completing.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3641 **Agenda Date:** 8/25/2026 **Agenda #:** C.103.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: AWARD and AUTHORIZE Job Order Contracts to A. Teichert & Son, Inc. dba Teichert Construction, Mark Scott Construction, Inc. and Ground Control, Inc. for Class A horizontal construction work, maintenance and improvements, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

(1) APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contract HA001, HA002 and HA003 (JOC HA001, JOC HA002 and JOC HA003).

(2) DETERMINE that A. Teichert & Son, Inc. dba Teichert Construction, Mark Scott Construction, Inc. and Ground Control, Inc. submitted the three lowest responsive and responsible bids for the award of job order contracts.

(3) AWARD job order construction contracts for horizontal construction work, maintenance and improvements to be performed pursuant to the Construction Task Catalog to A. Teichert & Son, Inc. dba Teichert Construction (JOC HA001), Mark Scott Construction, Inc. (JOC HA002) and Ground Control, Inc. (JOC HA003), in the amount of $3,000,000 each, for a term of one year and DIRECT that the Public Works Director, or designee, prepare the contracts.

(4) DIRECT that A. Teichert & Son, Inc. dba Teichert Construction, Mark Scott Construction, Inc. and Ground Control, Inc. shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of $3,000,000.

(5) ORDER that, after A. Teichert & Son, Inc. dba Teichert Construction, Mark Scott Construction, Inc. and Ground Control, Inc. has signed the job order contracts and returned them, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contracts for the Board.

(6) ORDER that, upon signature of the job order contracts by the Public Works Director, or designee, any bid bonds posted by such bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this

project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) AUTHORIZE the Public Works Director, or designee, to increase the value of JOC HA001, JOC HA002 and JOC HA003, by change order(s), up to a contract limit of $6,210,000, but in no case to more than the amount permitted under Public Contract Code Section 20128.5.

(10) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Section 4107 and 4110.

FISCAL IMPACT:
Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of $0 to a maximum of $6,210,000.

BACKGROUND:
In order to be efficient in delivering projects, the County needs to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for Class A horizontal construction work, maintenance and improvements to be done according to unit prices. Class A licensed work generally consists work on roads, flood control infrastructure, airports, parks, and landscaping, such as but not limited to, pavement repairs and replacement, crack seal, slurry seal, skin patching, asphalt concrete cold planning, pavement leveling, shoulder widening, hot mix asphalt paving, storm damage repair work, rock slope protection, slope stabilization, culvert repair work, concrete structure repair work, vegetation planting and maintenance, and park improvements and maintenance. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such job order contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The JOC Program has been a valuable construction project delivery tool for the term of the JOC contracts. As the expiration date and maximum contract amounts have or are reached for the existing job order contracts, other projects are still eligible to be accomplished under the JOC program. On June 9, 2026, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for horizontal construction work, maintenance and improvements, and bring to the Board recommendations to award up to four contracts. Bids were invited by the Public Works Director, and on July 20, 2026, the Public Works Director received 9 bids for the job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. The three lowest responsive bidders are being recommended for contract award. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts HA001, HA002, HA003, and HA004 including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County's job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order

Contracts. Nine (9) bids for Job Order Contracts HA001, HA002, HA003 and HA004 were received and opened by the Public Works Department on July 20, 2026 and the bid results are as follows:

BIDDER	AWARD CRITERIA
A. Teichert & Son, Inc. dba Teichert Construction	1.0784
Mark Scott Construction, Inc.	1.0890
Ground Control, Inc.	1.1120
Aztec Consultants	1.1207
Covenant Technical Solutions, Inc.	1.1276
Kerex Engineering, Inc.	1.13XX
Yerba Buena Engineering & Construction, Inc.	1.1530
Rodan Builders, Inc.	1.2926
Aventus NV, Inc	1.3880

Staff has determined that the three lowest bids received from A. Teichert & Son, Inc. dba Teichert Construction; Mark Scott Construction, Inc.; and Ground Control, Inc. are responsive. The Public Works Director recommends the Board award the job order contracts for this project to A. Teichert & Son, Inc. dba Teichert Construction (JOC HA001), Mark Scott Construction, Inc. (JOC HA002) and Ground Control, Inc. (JOC HA003).

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as projects occur. Each of the job order contractors will perform outreach required under the County's Outreach Program for the work to be performed under each job order in excess of $175,000.

CONSEQUENCE OF NEGATIVE ACTION:
If these JOC contracts are not awarded, the County will not have sufficient resources to complete many of the County capital improvement construction projects involving horizontal construction work, maintenance and improvements that Public Works is tasked with completing.

CONTRACT

(Contra Costa County Standard Form Construction Agreement)

1. SPECIAL TERMS. These special terms are incorporated below by reference.

(See Secs. 2, 3) Parties: Public Agency -- **Contra Costa County**

Contractor -- **Ground Control, Inc.**

Use complete legal name of Contractor.

Effective Date: **August 25, 2026**

(see Section 4 for starting date.)

(See Sec. 3) Project Name **Horizontal Job Order Contract HA003**

Project No. **6P1031**

located **Various areas**

The varying work to be done generally consists work on roads, flood control infrastructure, airports, parks, and landscaping, such as but not limited to, pavement repairs and replacement, crack seal, slurry seal, skin patching, asphalt concrete cold planning, pavement leveling, shoulder widening, hot mix asphalt paving, storm damage repair work, rock slope protection, slope stabilization, culvert repair work, concrete structure repair work, vegetation planting and maintenance, and park improvements and maintenance.

(See Sec. 4) Completion Time: **As directed in Notice to Proceed issued to Contractor for each individual Job Order.**

(See Sec. 5) Liquidated Damages: **SCHEDULE FOR LIQUIDATED DAMAGES (if liquidated damages are applicable on a Job Order)**

Job Order Amount	**Per Calendar Day**
$1.00 to $25,000.00	$300.00
$25,001.00 to $100,000.00	$410.00
$100,001.00 to $250,000.00	$520.00
$250,001.00 to $500,000.00	$665.00
$500,001.00 to $1,000,000.00	$950.00

(See Sec. 6) Public Agency's Agent: **Warren Lai, Public Works Director**

(See Sec. 7) Contract Price: **$3,000,000 maximum value, $0 minimum value**

(See Sec. 8) Federal Taxpayer's I.D. or Social Security No.: 36-4906462

2. SIGNATURES & ACKNOWLEDGEMENT.

PUBLIC AGENCY

By: _____

Warren Lai,

Public Works Director, or designee

CONTRACTOR

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

SIGNATURE A

By: _____ Official Capacity: _____

(signature) (fill in)

SIGNATURE B

By: _____ Official Capacity: _____

(signature) (fill in)

Note to Contractor: If Contractor is a corporation, two officers must sign this Contract. The first signature (Signature A) must be that of the chairperson of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313). If Contractor is a limited liability company, two managers must sign this Contract. (Corporations Code Section 17703.01). The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF_____)

On _____

(Date),

before me, _____(Name and Title of 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 (Seal)

ACKNOWLEDGEMENT (by Corporations, Partnership, or Individual)
(Civil Code §1189)

3. WORK CONTRACT, CHANGES. (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this contract, incorporating by these references the material in Section 1, **SPECIAL TERMS**.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in accordance with the accepted bid proposal.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7, **PAYMENT**, without such an order.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1, **SPECIAL TERMS**.

5. LIQUIDATED DAMAGES; UTILITIES. (a) If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, **SPECIAL TERMS**, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

(b) Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities. Public Agency will compensate the Contractor for the direct costs of locating, and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

6. INTEGRATED DOCUMENTS. The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1, **SPECIAL TERMS**.

7. PAYMENT. (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, **SPECIAL TERMS**, except that in unit price contracts that payment shall be for finished quantities at unit bid prices.

(b) On or about the first of each calendar month, the Contractor shall be paid for all work done through the 15th of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% or any higher percentage specified in the bid documents pursuant to Public Contract Code Sections 7201 and 9203, but payment shall not be made until defective work and materials have been removed, replaced, and made good.

8. PAYMENTS WITHHELD. (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or uncompleted work, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE. (Labor Code Secs. 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy of duplicate thereof certified by the Director or the insurer, and (4) a certification stating that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply with such provisions before commencing the performance of the work of this contract. In accordance with Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees and comply with the Workers' Compensation Law.

10. BONDS. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing his faithful performance of this contract and his payment for all labor and materials hereunder.

11. FAILURE TO PERFORM. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workmen to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY. General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provide in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement. California Labor Code Section 1771.1(a) is hereby incorporated into this Contract as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. SUBCONTRACTORS. Public Contract Code Sections 4100-4114 are incorporated herein.

14. WAGE RATES. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing

rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this Contract, and said rates are as specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein (See attached prevailing wage rates applicable to this agreement).

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons of this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. HOURS OF LABOR. Eight hours of labor in one calendar day constitutes a legal day's work, and no workman employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. APPRENTICES. In accordance with Labor Code Section 1777.5, properly indentured apprentices may be employed on this work, and the Contractor is responsible for ensuring compliance with Labor Code Section 1777.5 for all apprenticeable occupations. Contractor shall comply with Labor Code Section 1777.6, which forbids discrimination in employment of apprentices.

17. DESIRE TO PROMOTE ECONOMY OF CONTRA COSTA. The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore is encouraged to use the products, workmen, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. ASSIGNMENT. The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. NO WAIVER BY PUBLIC AGENCY. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. HOLD HARMLESS & INDEMNIFICATION (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section 20.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in Section 6 of the Special Provisions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section 20 is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section 20 shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section 20 shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(I) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section 20 is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. EXCAVATION. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. RECORD RETENTION. Except for records delivered to Public Agency, Contractor shall retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records prepared in the performance of this contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by Public Agency, Contractor shall make such records available to Public Agency, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.

23. CONFLICT WITH BID. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then this contract shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

24. USE OF PRIVATE PROPERTY. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

CONTRACT

(Contra Costa County Standard Form Construction Agreement)

1. SPECIAL TERMS. These special terms are incorporated below by reference.

(See Secs. 2, 3) Parties: Public Agency -- **Contra Costa County**

Contractor -- **Mark Scott Construction, Inc.**

Use complete legal name of Contractor.

Effective Date: **August 25, 2026**

(see Section 4 for starting date.)

(See Sec. 3) Project Name **Horizontal Job Order Contract HA002**

Project No. **6P1031**

located **Various areas**

The varying work to be done generally consists work on roads, flood control infrastructure, airports, parks, and landscaping, such as but not limited to, pavement repairs and replacement, crack seal, slurry seal, skin patching, asphalt concrete cold planning, pavement leveling, shoulder widening, hot mix asphalt paving, storm damage repair work, rock slope protection, slope stabilization, culvert repair work, concrete structure repair work, vegetation planting and maintenance, and park improvements and maintenance.

(See Sec. 4) Completion Time: **As directed in Notice to Proceed issued to Contractor for each individual Job Order.**

(See Sec. 5) Liquidated Damages: **SCHEDULE FOR LIQUIDATED DAMAGES (if liquidated damages are applicable on a Job Order)**

Job Order Amount	**Per Calendar Day**
$1.00 to $25,000.00	$300.00
$25,001.00 to $100,000.00	$410.00
$100,001.00 to $250,000.00	$520.00
$250,001.00 to $500,000.00	$665.00
$500,001.00 to $1,000,000.00	$950.00

(See Sec. 6) Public Agency's Agent: **Warren Lai, Public Works Director**

(See Sec. 7) Contract Price: **$3,000,000 maximum value, $0 minimum value**

(See Sec. 8) Federal Taxpayer's I.D. or Social Security No.: 68-0293061

2. SIGNATURES & ACKNOWLEDGEMENT.

PUBLIC AGENCY

By: _____

Warren Lai,

Public Works Director, or designee

CONTRACTOR

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

SIGNATURE A

By: _____ Official Capacity: _____

(signature) (fill in)

SIGNATURE B

By: _____ Official Capacity: _____

(signature) (fill in)

Note to Contractor: If Contractor is a corporation, two officers must sign this Contract. The first signature (Signature A) must be that of the chairperson of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313). If Contractor is a limited liability company, two managers must sign this Contract. (Corporations Code Section 17703.01). The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF_____)

On _____

(Date),

before me, _____(Name and Title of 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 (Seal)

ACKNOWLEDGEMENT (by Corporations, Partnership, or Individual)
(Civil Code §1189)

3. WORK CONTRACT, CHANGES. (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this contract, incorporating by these references the material in Section 1, **SPECIAL TERMS**.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in accordance with the accepted bid proposal.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7, **PAYMENT**, without such an order.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1, **SPECIAL TERMS**.

5. LIQUIDATED DAMAGES; UTILITIES. (a) If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, **SPECIAL TERMS**, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

(b) Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities. Public Agency will compensate the Contractor for the direct costs of locating, and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

6. INTEGRATED DOCUMENTS. The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1, **SPECIAL TERMS**.

7. PAYMENT. (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, **SPECIAL TERMS**, except that in unit price contracts that payment shall be for finished quantities at unit bid prices.

(b) On or about the first of each calendar month, the Contractor shall be paid for all work done through the 15th of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% or any higher percentage specified in the bid documents pursuant to Public Contract Code Sections 7201 and 9203, but payment shall not be made until defective work and materials have been removed, replaced, and made good.

8. PAYMENTS WITHHELD. (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or uncompleted work, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE. (Labor Code Secs. 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy of duplicate thereof certified by the Director or the insurer, and (4) a certification stating that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply with such provisions before commencing the performance of the work of this contract. In accordance with Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees and comply with the Workers' Compensation Law.

10. BONDS. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing his faithful performance of this contract and his payment for all labor and materials hereunder.

11. FAILURE TO PERFORM. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workmen to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY. General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provide in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement. California Labor Code Section 1771.1(a) is hereby incorporated into this Contract as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. SUBCONTRACTORS. Public Contract Code Sections 4100-4114 are incorporated herein.

14. WAGE RATES. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing

rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this Contract, and said rates are as specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein (See attached prevailing wage rates applicable to this agreement).

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons of this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. HOURS OF LABOR. Eight hours of labor in one calendar day constitutes a legal day's work, and no workman employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. APPRENTICES. In accordance with Labor Code Section 1777.5, properly indentured apprentices may be employed on this work, and the Contractor is responsible for ensuring compliance with Labor Code Section 1777.5 for all apprenticeable occupations. Contractor shall comply with Labor Code Section 1777.6, which forbids discrimination in employment of apprentices.

17. DESIRE TO PROMOTE ECONOMY OF CONTRA COSTA. The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore is encouraged to use the products, workmen, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. ASSIGNMENT. The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. NO WAIVER BY PUBLIC AGENCY. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. HOLD HARMLESS & INDEMNIFICATION (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section 20.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in Section 6 of the Special Provisions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section 20 is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section 20 shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section 20 shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(I) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section 20 is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. EXCAVATION. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. RECORD RETENTION. Except for records delivered to Public Agency, Contractor shall retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records prepared in the performance of this contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by Public Agency, Contractor shall make such records available to Public Agency, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.

23. CONFLICT WITH BID. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then this contract shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

24. USE OF PRIVATE PROPERTY. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

CONTRACT

(Contra Costa County Standard Form Construction Agreement)

1. SPECIAL TERMS. These special terms are incorporated below by reference.

(See Secs. 2, 3) Parties: Public Agency -- **Contra Costa County**

Contractor -- **A. Teichert & Son, Inc. dba Teichert Construction**

Use complete legal name of Contractor.

Effective Date: **August 25, 2026**

(see Section 4 for starting date.)

(See Sec. 3) Project Name **Horizontal Job Order Contract HA001**

Project No. **6P1031**

located **Various areas**

The varying work to be done generally consists work on roads, flood control infrastructure, airports, parks, and landscaping, such as but not limited to, pavement repairs and replacement, crack seal, slurry seal, skin patching, asphalt concrete cold planning, pavement leveling, shoulder widening, hot mix asphalt paving, storm damage repair work, rock slope protection, slope stabilization, culvert repair work, concrete structure repair work, vegetation planting and maintenance, and park improvements and maintenance.

(See Sec. 4) Completion Time: **As directed in Notice to Proceed issued to Contractor for each individual Job Order.**

(See Sec. 5) Liquidated Damages: **SCHEDULE FOR LIQUIDATED DAMAGES (if liquidated damages are applicable on a Job Order)**

Job Order Amount	**Per Calendar Day**
$1.00 to $25,000.00	$300.00
$25,001.00 to $100,000.00	$410.00
$100,001.00 to $250,000.00	$520.00
$250,001.00 to $500,000.00	$665.00
$500,001.00 to $1,000,000.00	$950.00

(See Sec. 6) Public Agency's Agent: **Warren Lai, Public Works Director**

(See Sec. 7) Contract Price: **$3,000,000 maximum value, $0 minimum value**

(See Sec. 8) Federal Taxpayer's I.D. or Social Security No.: 68-0174245

2. SIGNATURES & ACKNOWLEDGEMENT.

PUBLIC AGENCY

By: _____

Warren Lai,

Public Works Director, or designee

CONTRACTOR

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

SIGNATURE A

By: _____ Official Capacity: _____

(signature) (fill in)

SIGNATURE B

By: _____ Official Capacity: _____

(signature) (fill in)

Note to Contractor: If Contractor is a corporation, two officers must sign this Contract. The first signature (Signature A) must be that of the chairperson of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313). If Contractor is a limited liability company, two managers must sign this Contract. (Corporations Code Section 17703.01). The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF_____)

On _____

(Date),

before me, _____(Name and Title of 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 (Seal)

ACKNOWLEDGEMENT (by Corporations, Partnership, or Individual)
(Civil Code §1189)

3. WORK CONTRACT, CHANGES. (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this contract, incorporating by these references the material in Section 1, **SPECIAL TERMS**.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in accordance with the accepted bid proposal.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7, **PAYMENT**, without such an order.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1, **SPECIAL TERMS**.

5. LIQUIDATED DAMAGES; UTILITIES. (a) If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, **SPECIAL TERMS**, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

(b) Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities. Public Agency will compensate the Contractor for the direct costs of locating, and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

6. INTEGRATED DOCUMENTS. The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1, **SPECIAL TERMS**.

7. PAYMENT. (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, **SPECIAL TERMS**, except that in unit price contracts that payment shall be for finished quantities at unit bid prices.

(b) On or about the first of each calendar month, the Contractor shall be paid for all work done through the 15th of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% or any higher percentage specified in the bid documents pursuant to Public Contract Code Sections 7201 and 9203, but payment shall not be made until defective work and materials have been removed, replaced, and made good.

8. PAYMENTS WITHHELD. (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or uncompleted work, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE. (Labor Code Secs. 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy of duplicate thereof certified by the Director or the insurer, and (4) a certification stating that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply with such provisions before commencing the performance of the work of this contract. In accordance with Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees and comply with the Workers' Compensation Law.

10. BONDS. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing his faithful performance of this contract and his payment for all labor and materials hereunder.

11. FAILURE TO PERFORM. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workmen to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY. General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provide in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement. California Labor Code Section 1771.1(a) is hereby incorporated into this Contract as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. SUBCONTRACTORS. Public Contract Code Sections 4100-4114 are incorporated herein.

14. WAGE RATES. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing

rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this Contract, and said rates are as specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein (See attached prevailing wage rates applicable to this agreement).

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons of this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. HOURS OF LABOR. Eight hours of labor in one calendar day constitutes a legal day's work, and no workman employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. APPRENTICES. In accordance with Labor Code Section 1777.5, properly indentured apprentices may be employed on this work, and the Contractor is responsible for ensuring compliance with Labor Code Section 1777.5 for all apprenticeable occupations. Contractor shall comply with Labor Code Section 1777.6, which forbids discrimination in employment of apprentices.

17. DESIRE TO PROMOTE ECONOMY OF CONTRA COSTA. The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore is encouraged to use the products, workmen, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. ASSIGNMENT. The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. NO WAIVER BY PUBLIC AGENCY. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. HOLD HARMLESS & INDEMNIFICATION (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section 20.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in Section 6 of the Special Provisions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section 20 is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section 20 shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section 20 shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(I) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section 20 is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. EXCAVATION. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. RECORD RETENTION. Except for records delivered to Public Agency, Contractor shall retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records prepared in the performance of this contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by Public Agency, Contractor shall make such records available to Public Agency, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.

23. CONFLICT WITH BID. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then this contract shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

24. USE OF PRIVATE PROPERTY. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3642 **Agenda Date:** 8/25/2026 **Agenda #:** C.104.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: AWARD and AUTHORIZE the Public Works Director, or designee, to execute Job Order Contracts with C & J Painting and KBI Painting, Inc., for Painting Projects Related to Facilities Maintenance, Improvement, Repair, and Modernization, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

(1) APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contracts (JOC) #001 and #002 (Painting).

(2) DETERMINE that C & J Painting and KBI Painting, Inc. submitted the two lowest responsive and responsible bids for the award of job order contracts.

(3) AWARD job order painting contracts for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to C & J Painting (#001) and KBI Painting, Inc. (#002), in the amount of $1,000,000 each, for a term of one year (commences ninety (90) days after contract execution or upon first Notice to Proceed, whichever comes first for each contract), and DIRECT that the Public Works Director, or designee, prepare the contracts.

(4) DIRECT that C & J Painting and KBI Painting, Inc. shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of $1,000,000.

(5) ORDER that, after C & J Painting and KBI Painting, Inc. has signed the job order contracts and returned them, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contracts for the Board.

(6) ORDER that, upon signature of the job order contracts by the Public Works Director, or designee, any bid bonds posted by such bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) AUTHORIZE the Public Works Director, or designee, to increase the value of JOC #001 and #002, by change order(s), up to a contract limit of $6,210,000, but in no case to more than the amount permitted under Public Contract Code Section 20128.5.

(10) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Section 4107 and 4110.

FISCAL IMPACT:
Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of $25,000 to a maximum of $6,210,000.

BACKGROUND:
To enhance efficiency in delivering County projects, the County utilizes several project delivery methods. One such method is authorized under Public Contract Code Section 20128.5, which allows counties to award one or more individual annual contracts for repair, remodeling, or other repetitive work to be done according to unit prices. After an annual contract is awarded, individual projects are executed through written job orders performed at the unit prices included in the contract. Job Order Contracting (JOC) has proven to reduce costs, expedite delivery, and increase productivity for County maintenance and improvement projects.

On March 1, 2024, the County executed a Consulting Services Agreement with The Gordian Group dba The Mellon Group to provide JOC program development and implementation services for various County projects. Under this agreement, Gordian develops and maintains a JOC catalog, also known as a "unit price book", that contains individual construction tasks for repair, remodeling, and other repetitive work such as general conditions, driveways, parking lots, and other facility-related components.

On June 23, 2026, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for painting and mechanical (HVAC) projects, and bring to the Board recommendations to award up to four contracts (two for painting and two for mechanical). Bids were invited by the Public Works Director, and on July 28, 2026, the Public Works Director received 2 bids for the painting job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. The two lowest responsive bidders are being recommended for contract award. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts, including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County's job order contracting consultant, The Gordian Group, Inc.

The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts. Two (2) bids for Painting Job Order Contracts #001 and #002 were received and opened by the Public Works Department on July 28, 2026 and the bid results are as follows:

BIDDER	AWARD CRITERIA

C & J Painting	1.0835
KBI Painting, Inc.	1.0910

Staff have determined that the two lowest bids received from C & J Painting and KBI Painting, Inc. are responsive. The Public Works Director recommends the Board award the job order contracts for this project to C & J Painting (#001) and KBI Painting, Inc. (#002).

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as job orders are initiated. Each of the job order contractors will perform outreach required under the County's Outreach Program for the work to be performed under each job order in excess of $175,000.

CONSEQUENCE OF NEGATIVE ACTION:
If these JOC contracts are not awarded, the County will not have sufficient resources to complete many of the County painting projects involving facilities maintenance, improvement, repair, modernization, remodeling, and other related work that Public Works is tasked with completing.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3643 **Agenda Date:** 8/25/2026 **Agenda #:** C.105.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: AWARD and AUTHORIZE Job Order Contracts to A CST Group Inc, dba Dynasel USA and Mark Scott Construction, Inc., for Class B horizontal construction work, maintenance and improvements, Countywide.

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

(1) APPROVE contract General Conditions, Technical Specifications, and Construction Task Catalog for Job Order Contracts HB001 and HB002 (JOC HB001 and JOC HB002).

(2) DETERMINE that A CST Group Inc, dba Dynasel USA and Mark Scott Construction, Inc., submitted the two lowest responsive and responsible bids for the award of job order contracts.

(3) AWARD job order construction contracts for horizontal construction work, maintenance and improvements to be performed pursuant to the Construction Task Catalog to A CST Group Inc, dba Dynasel USA and Mark Scott Construction, Inc., in the amount of $2,000,000 each, for a term of one year and DIRECT that the Public Works Director, or designee, prepare the contracts.

(4) DIRECT that A CST Group Inc, dba Dynasel USA and Mark Scott Construction, Inc., shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of $2,000,000.

(5) ORDER that, after A CST Group Inc, dba Dynasel USA and Mark Scott Construction, Inc. has signed the job order contracts and returned them, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contracts for the Board.

(6) ORDER that, upon signature of the job order contracts by the Public Works Director, or designee, any bid bonds posted by such bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contracts, pursuant to Public Contract Code

Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) AUTHORIZE the Public Works Director, or designee, to increase the value of JOC HB001 and JOC HB002, by change order(s), up to a contract limit of $6,210,000, but in no case to more than the amount permitted under Public Contract Code Section 20128.5.

(10) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Section 4107 and 4110.

FISCAL IMPACT:
Job orders under the job order contracts will only be issued when there is an approved project and funding. The contract value can range from a minimum of $0 to a maximum of $6,210,000.

BACKGROUND:
In order to be efficient in delivering projects, the County needs to employ a variety of project delivery methods. One such method is Public Contract Code Section 20128.5, which authorizes counties to award one or more individual annual contracts for Class B horizontal construction work, maintenance and improvements to be done according to unit prices. Class B licensed work generally consists of repair, alteration, modernization, maintenance, rehabilitation, and demolition work performed on facilities, parks, infrastructure, landscaping or other real property. Once an annual contract is awarded, individual projects are then done through written job orders performed by the job order contractor at the unit prices bid for the annual contract. Such job order contracting (JOC) is a project delivery tool that has been proven to reduce costs, save time, and increase productivity.

The JOC Program has been a valuable construction project delivery tool for the term of the JOC contracts. As the expiration date and maximum contract amounts have or are reached for the existing job order contracts, other projects are still eligible to be accomplished under the JOC program. On June 9, 2026, the Board of Supervisors authorized the Public Works Director, or designee, to solicit for job order contracts for horizontal construction work, maintenance and improvements, and bring to the Board recommendations to award up to four contracts. Bids were invited by the Public Works Director, and on July 20, 2026, the Public Works Director received 6 bids for the job order contracts. The scope of work performed under the job order contracts will be determined by individual job orders using the Construction Task Catalog. The two lowest responsive bidders are being recommended for contract award. The contracts are being awarded based on the lowest Award Criteria Figure (ACF) that is calculated by each bidder using the award criteria figure formula percentages required by each job order using adjustment factors called out in the bidding documents. Bid documents for Job Order Contracts HB001 and HB002 including construction task catalog and construction specifications for typical work, were prepared for the Public Works Department by the County's job order contracting consultant, The Gordian Group, Inc. The general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on the projects covered by the annual Job Order Contracts. Six

(6) bids for Job Order Contracts HB001 and HB002 were received and opened by the Public Works Department on July 20, 2026 and the bid results are as follows:

BIDDER	AWARD CRITERIA
A CST Group Inc, dba Dynasel USA	1.0753
Mark Scott Construction, Inc.	1.0998
MVP Construction LLC	1.1110
Aztec Consultants	1.1304
Rodan Builders, Inc.	1.2144
Aventus NV, Inc	1.2640

Staff has determined that the two lowest bids received from A CST Group Inc, dba Dynasel USA and Mark Scott Construction, Inc. are responsive. The Public Works Director recommends the Board award the job order contracts for this project to A CST Group Inc, dba Dynasel USA (JOC HB001) and Mark Scott Construction, Inc. (JOC HB002).

California Environmental Quality Act (CEQA) requirements will be determined and addressed on a project-by-project basis as projects occur. Each of the job order contractors will perform outreach required under the County's Outreach Program for the work to be performed under each job order in excess of $175,000.

CONSEQUENCE OF NEGATIVE ACTION:
If these JOC contracts are not awarded, the County will not have sufficient resources to complete many of the County capital improvement construction projects involving horizontal construction work, maintenance and improvements that Public Works is tasked with completing.

CONTRACT

(Contra Costa County Standard Form Construction Agreement)

1. SPECIAL TERMS. These special terms are incorporated below by reference.

(See Secs. 2, 3) Parties: Public Agency -- **Contra Costa County**

Contractor -- **A CST Group Inc, dba Dynasel USA**

Use complete legal name of Contractor.

Effective Date: **August 25, 2026**

(see Section 4 for starting date.)

(See Sec. 3) Project Name **Horizontal Job Order Contract HB001**

Project No. **6P1031**

located **Various areas**

The work to be done generally consists of repair, alteration, modernization, maintenance, rehabilitation, and demolition work performed on, facilities, parks, infrastructure, landscaping or other real property.

(See Sec. 4) Completion Time: **As directed in Notice to Proceed issued to Contractor for each individual Job Order.**

(See Sec. 5) Liquidated Damages: **SCHEDULE FOR LIQUIDATED DAMAGES (if liquidated damages are applicable on a Job Order)**

Job Order Amount	**Per Calendar Day**
$1.00 to $25,000.00	$300.00
$25,001.00 to $100,000.00	$410.00
$100,001.00 to $250,000.00	$520.00
$250,001.00 to $500,000.00	$665.00
$500,001.00 to $1,000,000.00	$950.00

(See Sec. 6) Public Agency's Agent: **Warren Lai, Public Works Director**

(See Sec. 7) Contract Price: **$2,000,000 maximum value, $0 minimum value**

(See Sec. 8) Federal Taxpayer's I.D. or Social Security No.: 46-0489238

2. SIGNATURES & ACKNOWLEDGEMENT.

PUBLIC AGENCY

By: _____

Warren Lai,

Public Works Director, or designee

CONTRACTOR

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

SIGNATURE A

By: _____ Official Capacity: _____

(signature) (fill in)

SIGNATURE B

By: _____ Official Capacity: _____

(signature) (fill in)

Note to Contractor: If Contractor is a corporation, two officers must sign this Contract. The first signature (Signature A) must be that of the chairperson of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313). If Contractor is a limited liability company, two managers must sign this Contract. (Corporations Code Section 17703.01). The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF_____)

On _____

(Date),

before me, _____(Name and Title of 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 (Seal)

ACKNOWLEDGEMENT (by Corporations, Partnership, or Individual)
(Civil Code §1189)

3. WORK CONTRACT, CHANGES. (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this contract, incorporating by these references the material in Section 1, **SPECIAL TERMS**.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in accordance with the accepted bid proposal.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7, **PAYMENT**, without such an order.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1, **SPECIAL TERMS**.

5. LIQUIDATED DAMAGES; UTILITIES. (a) If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, **SPECIAL TERMS**, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

(b) Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities. Public Agency will compensate the Contractor for the direct costs of locating, and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

6. INTEGRATED DOCUMENTS. The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1, **SPECIAL TERMS**.

7. PAYMENT. (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, **SPECIAL TERMS**, except that in unit price contracts that payment shall be for finished quantities at unit bid prices.

(b) On or about the first of each calendar month, the Contractor shall be paid for all work done through the 15th of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% or any higher percentage specified in the bid documents pursuant to Public Contract Code Sections 7201 and 9203, but payment shall not be made until defective work and materials have been removed, replaced, and made good.

8. PAYMENTS WITHHELD. (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or uncompleted work, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE. (Labor Code Secs. 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy of duplicate thereof certified by the Director or the insurer, and (4) a certification stating that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply with such provisions before commencing the performance of the work of this contract. In accordance with Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees and comply with the Workers' Compensation Law.

10. BONDS. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing his faithful performance of this contract and his payment for all labor and materials hereunder.

11. FAILURE TO PERFORM. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workmen to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY. General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provide in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement. California Labor Code Section 1771.1(a) is hereby incorporated into this Contract as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. SUBCONTRACTORS. Public Contract Code Sections 4100-4114 are incorporated herein.

14. WAGE RATES. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing

rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this Contract, and said rates are as specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein (See attached prevailing wage rates applicable to this agreement).

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons of this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. HOURS OF LABOR. Eight hours of labor in one calendar day constitutes a legal day's work, and no workman employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. APPRENTICES. In accordance with Labor Code Section 1777.5, properly indentured apprentices may be employed on this work, and the Contractor is responsible for ensuring compliance with Labor Code Section 1777.5 for all apprenticeable occupations. Contractor shall comply with Labor Code Section 1777.6, which forbids discrimination in employment of apprentices.

17. DESIRE TO PROMOTE ECONOMY OF CONTRA COSTA. The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore is encouraged to use the products, workmen, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. ASSIGNMENT. The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. NO WAIVER BY PUBLIC AGENCY. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. HOLD HARMLESS & INDEMNIFICATION (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section 20.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in Section 6 of the Special Provisions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section 20 is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section 20 shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section 20 shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(I) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section 20 is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. EXCAVATION. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. RECORD RETENTION. Except for records delivered to Public Agency, Contractor shall retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records prepared in the performance of this contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by Public Agency, Contractor shall make such records available to Public Agency, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.

23. CONFLICT WITH BID. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then this contract shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

24. USE OF PRIVATE PROPERTY. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

CONTRACT

(Contra Costa County Standard Form Construction Agreement)

1. SPECIAL TERMS. These special terms are incorporated below by reference.

(See Secs. 2, 3) Parties: Public Agency -- **Contra Costa County**

Contractor -- **Mark Scott Construction, Inc.**

Use complete legal name of Contractor.

Effective Date: **August 25, 2026**

(see Section 4 for starting date.)

(See Sec. 3) Project Name **Horizontal Job Order Contract HB002**

Project No. **6P1031**

located **Various areas**

The work to be done generally consists of repair, alteration, modernization, maintenance, rehabilitation, and demolition work performed on, facilities, parks, infrastructure, landscaping or other real property.

(See Sec. 4) Completion Time: **As directed in Notice to Proceed issued to Contractor for each individual Job Order.**

(See Sec. 5) Liquidated Damages: **SCHEDULE FOR LIQUIDATED DAMAGES (if liquidated damages are applicable on a Job Order)**

Job Order Amount	**Per Calendar Day**
$1.00 to $25,000.00	$300.00
$25,001.00 to $100,000.00	$410.00
$100,001.00 to $250,000.00	$520.00
$250,001.00 to $500,000.00	$665.00
$500,001.00 to $1,000,000.00	$950.00

(See Sec. 6) Public Agency's Agent: **Warren Lai, Public Works Director**

(See Sec. 7) Contract Price: **$2,000,000 maximum value, $0 minimum value**

(See Sec. 8) Federal Taxpayer's I.D. or Social Security No.: 68-0293061

2. SIGNATURES & ACKNOWLEDGEMENT.

PUBLIC AGENCY

By: _____

Warren Lai,

Public Works Director, or designee

CONTRACTOR

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

SIGNATURE A

By: _____ Official Capacity: _____

(signature) (fill in)

SIGNATURE B

By: _____ Official Capacity: _____

(signature) (fill in)

Note to Contractor: If Contractor is a corporation, two officers must sign this Contract. The first signature (Signature A) must be that of the chairperson of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313). If Contractor is a limited liability company, two managers must sign this Contract. (Corporations Code Section 17703.01). The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF_____)

On _____

(Date),

before me, _____(Name and Title of 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 (Seal)

ACKNOWLEDGEMENT (by Corporations, Partnership, or Individual)
(Civil Code §1189)

3. WORK CONTRACT, CHANGES. (a) By their signatures in Section 2, effective on the above date, these parties promise and agree as set forth in this contract, incorporating by these references the material in Section 1, **SPECIAL TERMS**.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in accordance with the accepted bid proposal.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7, **PAYMENT**, without such an order.

4. TIME; NOTICE TO PROCEED. Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1, **SPECIAL TERMS**.

5. LIQUIDATED DAMAGES; UTILITIES. (a) If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, **SPECIAL TERMS**, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

(b) Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities. Public Agency will compensate the Contractor for the direct costs of locating, and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

6. INTEGRATED DOCUMENTS. The plans, drawings and specifications or special provisions of the Public Agency's call for bids, and Contractor's accepted bid for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1, **SPECIAL TERMS**.

7. PAYMENT. (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, **SPECIAL TERMS**, except that in unit price contracts that payment shall be for finished quantities at unit bid prices.

(b) On or about the first of each calendar month, the Contractor shall be paid for all work done through the 15th of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% or any higher percentage specified in the bid documents pursuant to Public Contract Code Sections 7201 and 9203, but payment shall not be made until defective work and materials have been removed, replaced, and made good.

8. PAYMENTS WITHHELD. (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or uncompleted work, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE. (Labor Code Secs. 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy of duplicate thereof certified by the Director or the insurer, and (4) a certification stating that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that it will comply with such provisions before commencing the performance of the work of this contract. In accordance with Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees and comply with the Workers' Compensation Law.

10. BONDS. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing his faithful performance of this contract and his payment for all labor and materials hereunder.

11. FAILURE TO PERFORM. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workmen to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY. General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provide in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement. California Labor Code Section 1771.1(a) is hereby incorporated into this Contract as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. SUBCONTRACTORS. Public Contract Code Sections 4100-4114 are incorporated herein.

14. WAGE RATES. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing

rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this Contract, and said rates are as specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein (See attached prevailing wage rates applicable to this agreement).

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons of this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. HOURS OF LABOR. Eight hours of labor in one calendar day constitutes a legal day's work, and no workman employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. APPRENTICES. In accordance with Labor Code Section 1777.5, properly indentured apprentices may be employed on this work, and the Contractor is responsible for ensuring compliance with Labor Code Section 1777.5 for all apprenticeable occupations. Contractor shall comply with Labor Code Section 1777.6, which forbids discrimination in employment of apprentices.

17. DESIRE TO PROMOTE ECONOMY OF CONTRA COSTA. The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore is encouraged to use the products, workmen, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. ASSIGNMENT. The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. NO WAIVER BY PUBLIC AGENCY. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. HOLD HARMLESS & INDEMNIFICATION (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section 20.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in Section 6 of the Special Provisions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section 20 is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section 20 shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section 20 shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(I) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section 20 is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. EXCAVATION. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. RECORD RETENTION. Except for records delivered to Public Agency, Contractor shall retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records prepared in the performance of this contract or otherwise pertaining to the work, including without limitation bidding, financial and payroll records. Upon request by Public Agency, Contractor shall make such records available to Public Agency, or to authorized representatives of the state and federal governments, at no additional charge and without restriction or limitation on their use.

23. CONFLICT WITH BID. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then this contract shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

24. USE OF PRIVATE PROPERTY. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3644 **Agenda Date:** 8/25/2026 **Agenda #:** C.106.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: License Agreement with John and Shanon Ginochio in Walnut Creek Area

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (District):

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute on behalf of the District, a License Agreement renewal with John and Shanon Ginochio for the purpose of cattle grazing located at the Milton F. Kubicek Detention Basin at Castle Rock Road in Walnut Creek.

DETERMINE that this activity is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301 of the CEQA Guidelines.

FISCAL IMPACT:
Flood control will receive a one-time non-refundable payment of $600.00. (100% Flood Control Zone 3B Funds)

BACKGROUND:
The Contra Costa County Flood Control and Water Conservation District (District) is the owner of the real property known and designated as Milton F. Kubicek Detention Basin located at Castle Rock Road, Walnut Creek. Since 1991 the District has held a Livestock Grazing License Agreement with the Ginochio Brothers. The licensee was granted to use a portion of the vacant land that is shown on Exhibit A, ± 35 acres (APN's 138-160-001, 138-160-002, 138-160-003, 138-170-001 and 138-170-007) for the sole purpose of cattle grazing.

The District would like to enter into a new license agreement with the licensee for a 3-year period beginning August 11, 2026, and ending August 10, 2029. The District will require the licensee to provide an annual report that outlines grazing activities such as number of cattle on the properties, the dates (or ranges) when cattle are on or having access to the District's property, and whether any cattle were sold at market. Well managed grazing improves soil health, prevents devastating wildfires by reducing flammable vegetation, and eliminates the need for fossil-fuel powered machines to clear fields or spread fertilizer

The license agreement for cattle grazing is exempt from CEQA as the activity consists of the licensing and maintenance of an existing public facility for vegetation management that will not involve expansion (Section 15301) and will not have a significant effect on the environment.

CONSEQUENCE OF NEGATIVE ACTION:
The District would need to adopt an alternative maintenance method of the land.

LICENSE AGREEMENT

Between

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT and JOHN & SHANON GINOCHIO

For Livestock Grazing at Milton F. Kubicek (formerly Pine Creek) Detention Basin Walnut Creek, CA

This License Agreement ("**Agreement**") dated, August 25, 2026, is by and between the CONTRA COSTA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California ("**District**") and JOHN & SHANON GINOCHIO, ("**Licensee**"). The District is the owner of the real property known and designated as Milton F. Kubicek Detention Basin located at Castle Rock Road, Walnut Creek in Contra Costa County, California, (the "**Property**"). Licensee desires to obtain permission from the District to use a portion of the property for cattle grazing.

The parties therefore agree as follows:

1. **GRANT OF LICENSE:** Subject to the terms and conditions of this Agreement, the District hereby grants to Licensee a non-exclusive, revocable license to use a portion of the vacant land that is shown on Exhibit A, ± 35 acres (APN's 138-160-001, 138-160-002, 138-160-003, 138-170-001 and 138-170-007, (the **"Licensed Premises"**), for the use described in Section 2. Use.

2. **USE:** The Licensed Premises may be used by Licensee solely for cattle grazing purposes and for no other purpose without the prior written approval of the District. Use of the Licensed Premises for any other purpose is cause for the termination of this Agreement.

   Licensee represents and warrants that Licensee has conducted a thorough and diligent inspection and investigation of the Licensed Premises to determine the suitability of the Licensed Premises for Licensee's intended use. Licensee is fully aware of the needs of its grazing operations and has determined, based solely on its own inspection, that the Licensed Premises are suitable for Licensee's operations and intended use. Licensee shall conduct all operations on the Licensed

Premises in a responsible, safe, professional, and environmentally conscious manner. Licensee shall graze the Licensed Premises using the best range management practices to provide adequate forage and soil protection. Licensee is responsible at all times for the containment of cattle on the Licensed Premises.

Licensee shall not cut down, destroy or remove any trees or shrubs, now or hereafter standing or growing upon the demised premises without the written consent of the District, unless operation of the rights herein granted.

Licensee shall at all times prevent cattle from trespassing onto other land owned or operated by District on which Licensee is not authorized to graze, into areas within the Licensed Premises that are excluded from the authorized grazing areas, and onto any adjacent, third-party lands, whether private or public, including roads.

Licensee shall provide an annual report that outlines grazing activities such as number of cattle on the properties, the dates (or ranges) when cattle are on or having access to the District's property, and whether any cattle were sold at market.

Licensee shall not draw water from Arroyo Del Cerro and Pine Creek, which run within the Licensed Premises, for any purpose other than providing water to the cattle subject to Section 10. Permits and Approvals.

3. **TERM:** The term of this Agreement will commence on August 11, 2026, and expires on August 10, 2029. This Agreement may be terminated by District or Licensee at any time, for any reason, or for no reason, with or without cause, upon thirty (30) days written notice. Notwithstanding the foregoing, District may terminate this Agreement at any time upon five (5) days written notice to Licensee in the event of Licensee's violation of any term or condition of this Agreement.

4. **CONSIDERATION:** As consideration of this Agreement, Licensee shall pay District as follows:

   a. License Fee. A one-time non-refundable fee of six-hundred dollars ($600.00), as defined below (the **"License Fee"**).

   b. Payment Address. All checks shall be made payable to CONTRA COSTA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT and shall be mailed to: Contra Costa County Flood Control and Water Conservation District, Attn: Real Estate Division, 255 Glacier Dr., Martinez, CA 94553, or as otherwise specified in writing by County.

   c. Payment Due Date. The License Fee(s) is/are due within five (5) days of execution of this agreement by Licensee.

5. **MAINTENANCE AND REPAIRS**: Licensee shall maintain the Licensed Premises in good order, condition, and repair. Licensee shall remove litter and debris from the Licensed Premises. Licensee shall maintain the fences and gates used on the Licensed Premises.

a. Licensee shall, at Licensee's sole cost and expense, and in a timely manner throughout the term hereof, maintain the premises and all improvements thereon and all appurtenances thereto in good order and condition to the satisfaction of the District, including, but not limited to, boundary and interior fences, including fences installed for resource protection purposes, gates, corrals, cattle guards, and other improvements related to grazing use of said premises without any alterations or additions except as shall be first approved by District. It shall be acceptable to manage and maintain improvements and appurtenances that need replacement at a minimal operational level pending their replacement or reconstruction, as agreed by the parties hereto.

b. In the event Licensee shall fail to perform its obligations hereunder, District, in addition to all other remedies available hereunder or by law, and without waiving any said alternative remedies, may perform same, with Licensee agreeing to repay District the cost thereof. Failure to pay same shall carry with it the same consequences as defined in Section 7.

6. **WEED AND PEST CONTROL**:

a. Licensee shall be responsible for the control of range weeds and pests as specified by the District at Licensee's sole cost and expense.

b. Licensee is prohibited from transporting, mixing, applying, storing, or disposing or otherwise permitting the transportation, mixture, application, storage, or disposal of pesticides or hazardous substances upon the premises without having first obtained written permission from Contra Costa County's Integrated Pest Management Specialist. Licensee is further prohibited from using any pesticide or hazardous substance anywhere on the premises in an unsafe or careless manner or in any manner that is contrary to the manufacturer's instructions as they appear on the label, or as further modified by the County. The transportation, mixture, application, storage, or disposal of pesticides or hazardous substances upon the premises shall be conducted in accordance and compliance with County's pest management policies and practices, pesticide application permit requirements, and all Federal, State, County and local regulations.

c. Licensee shall take precautions to prevent drift, or movement off-site, of any and all chemicals used in weed and pest control operations, and the Licensee shall maintain sufficient materials, tools, and equipment on-site to contain and clean up any hazardous spills that may result from use of such chemicals.

Licensee shall not dispose of on District land any excess chemicals, containers, medicines, materials, or paraphernalia used to control weeds and pests, or to treat livestock on the premises.

d. In the event Licensee shall fail to perform its obligations hereunder, District, in addition to all other remedies available hereunder or by law, and without waiving any said alternative remedies, may perform same, with Licensee agreeing to reimburse District the cost thereof as part of the rental payable on the next installment upon which rent becomes due, and failure to pay same shall carry with it the same consequences as failure to pay any installment of rental.

7. **LICENSEE'S DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this License:

a. The vacating or abandoning of the premises by the Licensee.

b. The failure of Licensee to make any payment of the rent herein reserved, or any installment or part thereof, or any sum required by Licensee to be paid to District at the time or in the manner herein provided.

c. The failure by Licensee to observe and perform any of the covenants, conditions, or provisions of this license where such failure shall continue for a period of fifteen (15) days after written notice thereof by District to Licensee; provided however, that if the nature of Licensee's default is such that more than fifteen (15) days are reasonably required for its cure then Licensee shall not be deemed to be in default if Licensee commences a cure within a fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

8. **SECURITY:** District has no responsibility for any security to the Licensed Premises. Notwithstanding the foregoing, District personnel have the right, but not the obligation, to patrol the Licensed Premises.

9. **ACCESS:** The District shall designate the route and method of ingress and egress to and from the Licensed Premises. Contact Michael Burger at 925-313-2333 for coordination.

10. **PERMITS AND APPROVALS:** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction over the Licensed Premises before Licensee begins any work. This Agreement does not constitute governmental approval by Contra Costa County of any existing or future improvements or use of the Licensed Premises, or release Licensee from any applicable governmental application, review or requirement.

11. **INSURANCE:** Licensee shall, at no cost to District, obtain and maintain during the entire duration of this Agreement, the following insurance coverages:

a. Farm Liability: Farm Liability insurance with a minimum combined single-limit coverage of Two Million and No/100 Dollars ($2,000,000.00) for all claims and losses due to bodily injury or death to any person, or damage to property, including loss of use thereof, arising out of each accident or occurrence.

b. Workers Compensation: Workers Compensation insurance as required by law.

c. Certificates: Licensee shall name District, its officers, agents, employees and contractors as additional named insureds under all policies held for the Licensed Premises. All coverage must provide for thirty (30) days' written notice to District of cancellation or lapse. A certificate of insurance, indicating the name and telephone number of the insurance agent most responsible for the insurance policy and evidencing such coverage, is to be furnished to District prior to the effective date of this Agreement.

d. Limited Pollution Liability: Sudden and accidental pollution liability coverage matching the primary Farm Liability limits, explicitly covering the transport, storage, and application of approved agricultural chemicals, herbicides, or pest control substances permitted under Section 6 of this Agreement.

e. Umbrella/Excess Liability: Excess or Umbrella Liability insurance with a limit of not less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate, providing follow-form coverage over the underlying Farm Liability and Auto Liability policies.

12. **HOLD HARMLESS:** Licensee shall defend, indemnify, save, protect, and hold harmless District, its officers, agents, employees and contractors from and against all liabilities, judgments, claims, costs, and expenses arising, directly or indirectly, out of or connected with the operations of Licensee, its agents, servants, employees, business invitees, or subcontractors, and any act taken by Licensee, its agents, servants, employees, business invitees or subcontractors, pursuant to this License, or otherwise related to the granting of this Agreement, save and except claims or litigation arising from the sole negligence or sole willful misconduct of County.

Licensee shall ensure that no pollution or Hazardous Materials (as defined in Section 13. Waste; Hazardous Materials), of any type is discharged into the storm water system, and Licensee will be held responsible for any such discharge by it or by any of its officers, employees, agents, contractors, sublessees, guests, or invitees, while this Agreement is in effect. Any fine or cost of remedial action required of District , by any agency, or agencies having jurisdiction over the Licensed Premises, as a result of actions on or discharges from the Licensed Premises, will be charged to Licensee, and Licensee shall immediately reimburse District for such costs upon demand. In addition, any discharge of pollutants or Hazardous Materials on or from the Licensed Premises will be considered a default of this Agreement and grounds for its termination.

13. **WASTE; HAZARDOUS MATERIALS:** Licensee may not commit, or suffer or permit the commission of any waste on the Licensed Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of the use of the Licensed Premises or surrounding property. Licensee may not, and shall ensure that others do not, store or dispose of any Hazardous Materials on the Licensed Premises. The term "**Hazardous Materials**" means any hazardous or toxic substance, hazardous or radioactive material, hazardous waste, pollutant or contaminant at any concentration that is, or during the term of the Agreement becomes, regulated by any local or regional government authority having jurisdiction over the Licensed Premises, by the State of California, or by the United States.

    Licensee may not permit any activity on the Licensed Premises that directly or indirectly produces unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke, or dust), water pollution, noise, glare, heat emissions, radioactivity, and trash or refuse accumulation, or vibration or that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions. District may enter the Licensed Premises at any time to verify Licensee's conformance with the provisions of this Section.

14. **UNDERGROUND FACILITIES:** The rights granted herein are surface rights only and no excavation shall be allowed. It is the responsibility of Licensee to determine that the property is able to support any vehicle brought onto it by Licensee without damage to subsurface or surface facilities. Licensee understands that the subterranean facilities, whether belonging to District or otherwise, does not constitute a warranty or representation that none exist. Licensee accepts this License with full cognizance of the potential presence of such. Licensee shall repair all damage and return the Licensed Premises to a neat and safe condition satisfactory to District and such other users.

15. **ASSIGNMENT AND TRANSFER:** Licensee may not assign or transfer any of its rights under this Agreement. Licensee's assignment or transfer of its rights hereunder is cause for District's immediate revocation of this Agreement.

16. **NONEXCLUSIVE RIGHT OF USE.** The right to use these premises is nonexclusive. District reserves the right to issue licenses to others for other purposes.

17. **ALTERATIONS AND ADDITIONS:** Except as provided in Section 12. Signage, Licensee may not make any alterations, erect any additional structures, or make any additional improvements on the Licensed Premises.

18. **ALTERATION OF TERMS AND CONDITIONS:** District may alter, amend, and/or change the terms and conditions of this Agreement upon thirty (30) days prior written notice to Licensee, and Licensee hereby agrees to execute any document required by District to affect any such alteration, amendment, or change.

19. **NON-DISCRIMINATION**: Licensee, as part of the consideration for the License, agrees that no person on grounds including, but not limited to, race, color, sex or national origin, will be excluded from using, denied the benefits of, or be otherwise subjected to discrimination in the use of the Licensed Premises. In the event of any breach of this non-discrimination covenant, District may terminate this Agreement without compensation to Licensee.

20. **GENERAL PROVISIONS:**

a. District reserves the right to further develop or improve the Licensed Premises as it sees fit, regardless of the desire or view of the Licensee and without interference or hindrance from Licensee.

b. Nothing in this Agreement in any way affects the right of the District to use the Licensed Premises in the performance of any action related to flood control conveyance of storm water and flood protection purposes. Or the District's full right of ingress and egress over the Licensed Premises. The District also reserves the right to perform any work on the Licensed Premises that the District may see fit and the District is not liable to Licensee for any damage to vegetation or other improvements on the Licensed Premises that may result from such work.

21. **NOTICES:** Any and all notices, requests, consents, approvals, or communication that either party desires or is required to give to the other party under this Agreement or otherwise is to be in writing and either served personally or sent by prepaid first-class mail and is effective from the date of the mailing of the same. For the purposes thereof, unless otherwise provided in writing by the parties hereto, the address of **District** is:

Contra Costa County Flood Control & Water Conservation District
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553
925-655-3140

and the address of the **Licensee** is:

John & Shanon Ginochio
1575 North Gate Road
Walnut Creek, CA 94598
925-932-5781

22. **ENTIRE AGREEMENT:** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. No alterations or variations of this Agreement is valid or binding unless made in writing and signed by both parties hereto.

23. **SIGNATURES:** IN WITNESS WHEREOF, the parties hereto have executed this License, in duplicate, the day and year first above written.

DISTRICT
Contra Costa County Flood Control & Water Conservation District

By: _____
Warren Lai
Chief Engineer

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Michael George
Deputy County Counsel

LICENSEE
John and Shanon Ginochio

By: _____
John R. Ginochio III

By: _____
Shanon Ginochio

Date: _____

Note to Licensee:
For corporations, the Agreement must be signed by two officers. The first signature must be that of the Chairperson of the Board, President, or Vice-President, and the second signature must be that of the Secretary, Chief Financial Officer, or Assistant Treasurer (Civ. Code, 1190; Corps. Code 313.)

G:\realprop\License Agreements\Grazing Licenses\Milton F. Kubicek Detention Basin - Ginochio\2026 Renewal\Finalized AG.46 License Agreement - Grazing License - Ginochio - RC 8.10.26.docx

EXHIBIT A

Areas highlighted in yellow are the licensed premises.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3645 **Agenda Date:** 8/25/2026 **Agenda #:** C.107.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Rescind Traffic Resolution No. 2012/4351 for Clement Avenue, Bay Point Area, No fiscal impact.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Traffic Resolution No. 2012/4351, adopted on May 15, 2012, which prohibited parking except for vehicles of individuals with disabilities, on a portion of the north side of Clement Avenue (Road No. 5385L), as recommended by the Public Works Director, Bay Point area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
It was determined that a parking space previously designated for disabled persons only, is no longer needed. Public Works Traffic Engineering staff confirmed the requested resident is no longer at the location. Therefore, Public Works Traffic Engineering recommends removing the restricted parking based on established policy.

CONSEQUENCE OF NEGATIVE ACTION:
Parking will remain restricted at this location.

cc: **ORIGINAL WET SEAL to Public Works (TE)**
California Highway Patrol
Sheriff's Dept.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3615 **Agenda Date:** 8/25/2026 **Agenda #:** C.108.

To: Board of Supervisors

From: Susan Brajkovic, Director of Risk Management

Report Title: Final Settlement of Claim, John Martinez vs. Contra Costa County

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

RECEIVE this report concerning the final settlement of John Martinez and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $950,000.

FISCAL IMPACT:

100% Workers' Compensation Internal Service Fund payment of $950,000.

BACKGROUND:

Attorney Evan M. Daily, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of John Martinez v. Contra Costa County. The Board's August 11, 2026, closed session vote was: Supervisors Gioia, Andersen, Burgis, Carlson and Scales-Preston - Yes. This action is taken so that the terms of this final settlement and the earlier August 11, 2026, closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3616 **Agenda Date:** 8/25/2026 **Agenda #:** C.109.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Claims

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:

DENY claims filed by Helen Arth; Seema Kadaba & Eric Byrne; James Huntington; Tenaye Jones; Ali Namdar; A.J.O., a minor, by & through his parent & guardian Lisa Frances Ornelas; Armando Ornelas; Lisa Frances Ornelas; Justin Riele; Rodric P. Stanley Jr.; and UCSF Medical Center @ Parnassus for Jemarieve Clark. DENY amended claim filed by Mercury Insurance, a subrogee of Amornrit Pukdeedamrongrit. GRANT late claim filed by K.F., a minor.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Helen Arth: Personal injury claim for a trip and fall in an amount to exceed $35,000.
Seema Kadaba & Eric Byrne: Property claim for damage to fence in the amount of $1,250.
James Huntington: Workplace disability discrimination claim in an amount to exceed $10,000.
Tenaye Jones: Personal injury claim for breach of privacy in an amount to exceed $10,000.
Ali Namdar: Property claim for damage to vehicle in the amount of $1,234.81.
A.J.O., a minor, by & through his parent & guardian Lisa Frances Ornelas: Claim for wrongful termination of benefits and denial of services in the amount of $50,000.
Armando Ornelas: Personal injury claim for involuntary disclosure of family medical information in the amount of $50,000.
Lisa Frances Ornelas: Failure to accommodate medical condition claim in the amount of $50,000.
Justin Riele: Personal injury claim related to bicycle accident from dangerous condition in the amount of $250,000.
Rodric P. Stanley Jr.: Personal injury claim related to alleged malicious prosecution in the amount of $44,000,000.44
CSF Medical Center at Parnassus for Jemarieve Clark: Claim for underpayment by Contra Costa Health Plan in the amount of $6,286.19.
Mercury Ins. as subrogee of Amornrit Pukdeedamrongrit: Amended property damage claim for damage to vehicle in the amount of $1,990.92.

K.F., a minor: Application to file a late claim related to personal injury.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-3617 **Agenda Date:** 8/25/2026 **Agenda #:** C.110.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Versaterm Public Safety US, 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 Sheriff-Coroner, a purchase order with Versaterm Public Safety US, Inc. in an amount not to exceed $10,118, and ACCEPT a Master Software and Services Agreement for maintenance and updates for IA Pro, an Internal Affairs Management System used by the Office of the Sheriff Administrative Services Division, and Blue Team, a software platform used by all bureaus of the Office of the Sheriff, for the period November 1, 2026 through October 31, 2027.

FISCAL IMPACT:
Approval of this request will result in up to $10,118 in contractual service expenditures over a 1-year period and will be funded 100% by the General Fund.

BACKGROUND:
Versaterm Public Safety US, Inc. (formally CI Technology) supports IA Pro, a comprehensive investigative management tool used by the Office of the Sheriff Administrative Services Division, integrates citizen complaint tracking, vehicle accidents & pursuits, disciplinary records and evidence, allowing Internal Affairs staff to control casework management and retain records prescribed by law. Versaterm also supports Blue Team, which is a software platform utilized by all bureaus of the Office of the Sheriff as the primary method to pass and log information and correspondence through the Chain of Command. IA Pro maintains historical data and final work products. The continued use of this system ensures the secure retention of stored records.

The Master Software and Services Agreement includes a limitation of liability and indemnification from the County to the Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Internal Affairs Unit will be unable to track administrative investigations, create reports for casework and retain necessary documents prescribed by law.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3618 **Agenda Date:** 8/25/2026 **Agenda #:** C.111.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Accept Marathon Petroleum Corporation Donation for Bay Point Bike and Safety Rodeo

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to accept a donation in the amount of $10,000 from Marathon Petroleum Corporation to support the Bay Point Bike and Safety Rodeos hosted by the Office of the Sheriff.

FISCAL IMPACT:
$10,000 in restricted donation revenue, no County match required.

BACKGROUND:
Each year the Office of the Sheriff receives donations from individuals and various community organizations to help fund programs throughout the Sheriff's Office. The amount of $10,000 was donated by Marathon Petroleum Corporation to support the local Bay Point Bike and Safety Rodeos.

For the last several years, the Contra Costa County Office of the Sheriff has hosted bike and safety rodeos to teach local youths of the Bay Point area about bike, pedestrian and railroad crossing safety. Per Administrative bulletin 117.7, Gifts and Bequests to the County, "receipt of each gift or bequest having a value of $10,000 or more requires acceptance or rejection by the Board of Supervisors."

CONSEQUENCE OF NEGATIVE ACTION:
The Sheriff's Office will be unable to receive the donation revenue.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3619 **Agenda Date:** 8/25/2026 **Agenda #:** C.112.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Shimadzu Corporation

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Shimadzu Corporation, in an amount not to exceed $107,184 and ACCEPT a Terms and Conditions for preventative maintenance, extended warranty and repairs for the Liquid Chromatograph Tandem Mass Spectrometer instruments used in Toxicology services by the Forensic Division, for the period October 26, 2026 through October 25, 2027.

FISCAL IMPACT:
Approval of this request will result in an expenditure of $107,183.80 and will be funded 100% by the General Fund.

BACKGROUND:
Shimadzu manufacturers the LCMS instruments that analyze biological samples for the presence and concertation of drugs. Shimadzu provides qualified field service engineers to perform the preventative maintenance and repairs. Instruments must be maintained, serviced and calibrated on a regularly scheduled basis to meet accreditation requirements.

Term and Conditions include a limitation of liability from the County to Shimadzu Corporation.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the laboratory will be out of compliance with maintenance of this equipment, which will result in the inability to provide timely Toxicology services of forensic samples.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3620 **Agenda Date:** 8/25/2026 **Agenda #:** C.113.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Coroner's Inquest Hearing Contract

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to execute a contract containing mutual indemnification language with Matthew Guichard for coroner's inquest hearing services, in an amount not to exceed $25,000, for the period May 1, 2026 to April 30, 2028.

FISCAL IMPACT:
Approval of this request will result in up to $25,000 in contractual service expenditures over a 2-year period and will be funded 100% by the General Fund.

BACKGROUND:
Matthew Guichard is a nationally recognized trial lawyer that has been working with Contra Costa County Office of the Sheriff's Coroner's Division since 2005. He is contracted to serve as a Hearing Officer in Coroner's Inquests. He conducts the jury, presents the witnesses, questions the witnesses and reads the jury instructions to the jury.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff will need to search for a different hearing officer, which may delay important cases.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3621 **Agenda Date:** 8/25/2026 **Agenda #:** C.114.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: EAN Services, LLC (Enterprise Rent-A-Car)

Recommendation: Recommendation of the County Administrator

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with EAN Services, LLC in an amount not to exceed $120,000, and ACCEPT a Subscription and Rental Agreement to provide car rental services for the Office of the Sheriff Investigations Unit, for the period May 1, 2026 through April 30, 2027.

FISCAL IMPACT:
Approval of this request will result in up to $120,000 in contractual service expenditures over a 1-year period and will be funded 100% by the General Fund.

BACKGROUND:
EAN Services, LLC provides car rental services for the Office of the Sheriff Investigations Division. Rental cars are sometimes required during investigations and surveillance. EAN Services, LLC allows for the exchange of vehicles as many times as needed and without any additional fees being incurred.

The subscription agreement includes a limitation of liability and indemnification from the County to the contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, it would result in a lack of car rental flexibility, which could lead to higher costs, limited vehicle options and potential delays during investigations.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3622 **Agenda Date:** 8/25/2026 **Agenda #:** C.115.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: The Contra Costa County Office of the Sheriff's Annual Military Equipment Report for Calendar Year 2025

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

(1) Receive the Contra Costa County Office of the Sheriff's annual military equipment report for calendar year 2025; (2) Renew County Ordinance No. 2022-29, which adopted and approved a military equipment use policy for the Office of the Sheriff; and (3) Make necessary findings based on the Office of the Sheriff's annual military equipment report.

FISCAL IMPACT:

There is no fiscal impact associated with receipt of the report and renewal of Ordinance No. 2022-29.

BACKGROUND:

Assembly Bill 481

Assembly Bill 481 ("AB 481"), enacted in 2021 and set forth in Government Code sections 7070-7075, requires law enforcement agencies to obtain governing body approval of a "Military Equipment Use Policy" by an ordinance before the agency can use existing qualifying equipment or obtain new qualifying equipment. "Military equipment" is defined in Government Code section 7070(c), and includes equipment such as drones, certain firearms, and mobile command vehicles.

On August 2, 2022, the Board adopted Ordinance No. 2022-29, approving Contra Costa County Office of the Sheriff General Policy and Procedure Section 1.07.30, "Government Code § 7070 Defined Equipment" ("Equipment Use Policy"). The Equipment Use Policy and associated appendix of inventory of qualifying equipment (acquired before January 1, 2022) have been publicly available on the Office of the Sheriff's website since May 2, 2022: <https://www.cocosheriff.org/community-information/government-code-section-7070-defined-equipment>.

The Office of the Sheriff is requesting that the Board take actions necessary to comply with AB 481, which include receiving the Government Code Section 7070 Defined Equipment Report from the Office of the Sheriff

for calendar year 2025 ("Annual Report"), renewing Ordinance No. 2022-29, and making required findings.

Annual Report for Calendar Year 2025

Government Code section 7072 requires the Office of the Sheriff to submit to the Board an annual military equipment report for each type of military equipment approved by the Board within one year of approval, and annually thereafter as long as the military equipment is available for use. Section 7072 also requires the Office of the Sheriff to make each annual military equipment report publicly available on its website for as long as the equipment is available for use.

The following information is required to be included in the annual report, for each type of military equipment:

(1) A summary of how the equipment was used and the purpose of its use;
(2) A summary of any complaints or concerns received concerning the equipment;
(3) The results of any internal audits, any information about violations of the equipment use policy, and any actions taken in response;
(4) The total annual cost for each type of equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the equipment in the calendar year following submission of the annual report;
(5) The quantity possessed for each type of equipment; and
(6) If the law enforcement agency intends to acquire additional equipment in the next year, the quantity sought for each type of equipment.

The attached Annual Report includes the required information for the Office of the Sheriff for calendar year 2025. The Office of the Sheriff posted the Annual Report on its website beginning on June 29, 2026. This is the fourth Annual Report of the Office of the Sheriff as required by Government Code section 7072(a) and Ordinance No. 2022-29. Since adoption of Ordinance 2022-29, the Office of the Sheriff has not received any complaints or reported concerns regarding the use of any of the applicable equipment and there were no violations of the Equipment Use Policy. The Office of the Sheriff reviews each use of military equipment to ensure it complies with law and policy.

Community Engagement Meeting Held on July 21, 2026

At 6:00 p.m., on July 21, 2026, pursuant to Government Code section 7072(b), the Office of the Sheriff held the required annual community engagement meeting. The meeting was publicized through the Office of the Sheriff's social media platforms, Facebook and Instagram multiple times from July 6 to July 20. An article in the Martinez Patch on July 7, 2026, also publicized the meeting. The meeting was located at the Office of the Sheriff's Administration and Emergency Operations Center at 1850 Muir Road in Martinez and allowed the general public to discuss and ask questions regarding the Annual Report and the Office of the Sheriff's funding, acquisition, and use of the equipment. During the meeting, Office of the Sheriff staff provided a presentation and allowed participants to ask questions.

Military Equipment Anticipated Equipment Purchases

The appendix attached to the Equipment Use Policy reflects that the Office of the Sheriff maintains and uses the following items listed in AB 481:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles. This includes small unmanned aircraft systems (sUAS) and robots.
(2) Wheeled vehicles, commonly referred to as "BearCats," with entry apparatus attached.
(3) A command vehicle used as a mobile office for critical incidents, search and rescue missions, natural disasters, and other events.
(4) Breaching apparatuses attached to each BearCat and apparatuses that can be explosive in nature.
(5) Specialized firearms, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code.
(6) Diversionary "flashbang" grenades, "tear gas," and "pepper balls."
(7) Long Range Acoustic Devices (LRADs).
(8) 40mm projectile launchers and associated munitions.

The Equipment Use Policy and appendix reference the specific and authorized uses of the equipment. Personnel must be trained on the equipment before any deployment. The Office of the Sheriff's use of force policy requires employees to exercise any use of force judiciously and with respect for human rights, dignity, and life. Deputies may only use a level of force that is objectively reasonable to protect themselves and others. It is the policy of the Office of the Sheriff not to interfere with, harass, intimidate, or discriminate against persons engaged in the lawful exercise of their rights. All use of force incidents are also documented and reviewed to ensure compliance with agency policy and the law. Any use of the sUAS must comply with constitutional and privacy rights and FAA regulations.

Much of the equipment included in the Equipment Use Policy is highly specialized and designed to perform a specific task. Frequently, there is no cost-effective alternative available. When there are alternatives available, staff members will conduct testing on and research regarding similar products from different manufacturers to determine the most cost-effective product, while considering performance and durability.

For this ordinance renewal, as set forth on page 16 of the Annual Report, the Office of the Sheriff is providing a list of projected equipment purchases for 2026, including the type of equipment, manufacturer and model, quantity sought, associated costs, and sources of funds for the purchases. The projected purchases include purchases of only the types of equipment previously approved by the Board. Following renewal of the ordinance and completion of the anticipated purchases, the Office of the Sheriff will update the equipment inventory that is attached to the Equipment Use Policy. The Office of the Sheriff will then post the updated inventory on its website.

Findings Required for Renewal of Ordinance 2022-29

Government Code section 7071(e) requires the Board to review Ordinance 2022-29 annually and vote on whether to renew the ordinance at a regular meeting. Based on the Annual Report, it is recommended that the Board determine that each type of military equipment identified in the Annual Report has complied with the standards for approval set forth in Government Code section 7071(d) and make the following findings:

(1) The military equipment inventoried and presented to the Board is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
(2) The Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
(3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
(4) Prior military equipment use complied with the applicable equipment use policy that was in effect at the

time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

It is further recommended that the Board, in making these required determinations, further finds that Ordinance No. 2022-29 continues to comply with the standards for approval and satisfies the requirements of AB 481.

By approving this order, the Board makes the above-noted findings. No modifications are required at this time and Ordinance No. 2022-29 shall remain in effect in its current form.

CONSEQUENCE OF NEGATIVE ACTION:
The Office of the Sheriff would not be able to perform its requisite public safety duties to safeguard the lives of Contra Costa citizens.

Contra Costa County
Office of the Sheriff

GC 7070

DEFINED EQUIPMENT REPORT

January 1, 2025 -
December 31, 2025

David O. Livingston
Sheriff-Coroner, Contra Costa County

Contra Costa County Office of the Sheriff
Government Code 7070 Defined Equipment Annual Report
January 1, 2025 to December 31, 2025

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Introduction

On September 30, 2021, Governor Newson signed into law Assembly Bill 481 ("AB 481"), effective January 1, 2022, which added Sections 7070-7075 to the Government Code relating to the funding, acquisition, and use of military equipment (as defined) by local law enforcement agencies.

As required by AB 481, in May 2022, the Contra Costa County Office of the Sheriff commenced the process to obtain Board of Supervisors' approval of the use of existing qualifying equipment and acquisition of additional military equipment in the remainder of 2022. The Office of the Sheriff posted its draft Government Code 7070 Defined Equipment Policy on its website for more than 30 days prior to the Contra Costa County Board of Supervisors meeting concerning the equipment at issue.

On July 26, 2022, the Office of the Sheriff requested that the Board of Supervisors adopt an ordinance, as required by AB 481, related to the use and acquisition of qualifying equipment. On August 2, 2022, the Board of Supervisors adopted Ordinance No. 2022-29, approving the Office of the Sheriff's Government Code 7070 Defined Equipment Policy and making the findings required by AB 481.

This is the fourth annual report of the Contra Costa County Office of the Sheriff as required by Government Code section 7072(a) and Ordinance 2022-29. This report includes the following information for the 2025 calendar year:

(1) A summary of how the equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the equipment.

(3) The results of any internal audits, any information about violations of the equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of equipment.

(5) The quantity possessed for each type of equipment.

(6) The intent to acquire additional equipment in the next year and the quantity sought for each type of equipment.

Since the Board of Supervisors approved the Office of the Sheriff's Government Code 7070 Defined Equipment Policy, the Office of the Sheriff has not received any complaints regarding the approved equipment. In addition, the Office of the Sheriff reviewed all uses of the equipment to ensure adherence to policy and use requirements. There were no violations of the equipment use policy. The Office of the Sheriff is committed to transparent reporting and responsible use of the equipment.

Definitions

Pursuant to AB 481 and Government Code §7070, the following definitions are applicable to the Office of the Sheriff's GC 7070 Defined Equipment Policy and Inventory:

Governing body – The elected or appointed body that oversees the Office of the Sheriff

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
- Weaponized aircraft, vessels, or vehicles of any kind
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition
- Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, except for standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or state
- Any firearm or firearm accessory that is designed to launch explosive projectiles
- "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs)
- The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and speciality impact munitions

GC 7070 Defined Equipment Use Summary

This section outlines the usage of military equipment by the Office of the Sheriff in 2025. Certain items of military equipment, particularly ammunition, diversionary devices, *PepperBalls*, and chemical agents are used throughout the year on a regular basis for training to maintain proficiency. Therefore, this section does not capture training usage and only provides data for the operational use of equipment listed within the GC 7070 Defined Equipment Annual Report.

Unmanned, Remotely Piloted Aircraft

The Office of the Sheriff's unmanned, remotely piloted aircraft deployed a total of 185 times in 2025. The following are summaries of the date and reason for the deployments:

- **January 5, 2025** – Used to search for a felony robbery suspect.
- **January 13, 2025** – Used to search inside a business for a possible burglary suspect.
- **January 17, 2025** – Used to search the area for the victim of a shooting.
- **January 18, 2025** – Used to search for a felony suspect.
- **January 18, 2025 -** Used to search for a suspect who fled from a stolen vehicle.
- **January 19, 2025** – Used to search for missing hikers.
- **January 20, 2025** – Used to search an inaccessible island for the report of someone trespassing.
- **January 20, 2025** – Used to search for four suspects who attempted to steal a vehicle.
- **January 23, 2025** – Used during the execution of a search warrant.
- **January 23, 2025** – Used during the execution of a search warrant.
- **January 25, 2025** – Used to search for a suspect who fled from a stolen vehicle.
- **February 8, 2025** – Used to search for an at-risk missing adult.
- **February 11, 2025** – Used to search a business for trespassers and burglars.
- **February 14, 2025** – Used to search for a suspect armed with a firearm.

- **February 16, 2025** – Used to search for two suspects involved in auto burglaries.
- **February 17, 2025** – Used to search for armed robbery suspects.
- **February 18, 2025** – Used to search inside a residence for an attempted murder suspect.
- **February 20, 2025** – Used to search inside a residence after alarm activation and broken rear window.
- **February 21, 2025** – Used to document the scene of a vehicle collision with major injuries.
- **February 24, 2025** – Used to search for a suspect involved in an aggravated assault.
- **February 12, 2024** – Used to search for evidence thrown from a fleeing vehicle.
- **March 1, 2025** – Used to document the scene of a fatal vehicle collision.
- **March 4, 2025** – Used to assist during a barricaded suspect call.
- **March 5, 2025** – Used to check residence during the execution of a search warrant.
- **March 13, 2025** – Used to provide aerial view during execution of a search warrant.
- **March 15, 2025** – Used to document scene of an emergency plane landing.
- **March 15, 2025** – Used to assist during an armed barricaded suspect call.
- **March 17, 2025** – Used to search for a suspect armed with a hatchet.
- **March 18, 2025** – Used to search for a vehicle that crashed into the water.
- **March 19, 2025** – Used to search for a vehicle that crashed into the water.
- **March 22, 2025 –** Used to search for two suspects who fled from a stolen vehicle.
- **March 23, 2025 –** Used to search for two runaway juveniles.
- **March 24, 2025 –** Used to search for two runaway juveniles.
- **March 27, 2025 –** Used to search school grounds for multiple robbery suspects who fled into the school campus.
- **March 28, 2025 –** Used to check for suspects near a stolen vehicle.
- **April 3, 2025** – Used to search for an armed suspect who shot at police.
- **April 4, 2025** – Used to document a crime scene.
- **April 5, 2025** – Used to during the execution of a search warrant.
- **April 11, 2025** – Used to search for a suspect who brandished a weapon.

- **April 12, 2025** – Used to search a residence for an attempted murder suspect.
- **April 13, 2025** – Used to search for suspects firing a gun at a property.
- **April 23, 2025 –** Used during the execution of a search warrant.
- **April 24, 2025 –** Used to search for evidence during a search warrant.
- **April 26, 2025 –** Used to document the scene of a sunken vessel.
- **April 26, 2025 –** Used to search for an elderly missing person.
- **April 29, 2025 –** Used to search for a suspect discharging a firearm.
- **April 30, 2025 –** Used to search for a possible drowning victim.
- **April 30, 2025 –** Used to search a residence during a parole search.
- **April 30, 2025 –** Used to search a residence during a search warrant.
- **May 1, 2025** – Used during a felony arrest.
- **May 4, 2025** – Used to search for a suspect who fled on foot after a vehicle pursuit.
- **May 6, 2025** – Used to search for a suspect who fled on foot after a vehicle pursuit.
- **May 10, 2025** – Used during a violent barricaded suspect call.
- **May 11, 2025** – Used to search for a suspect who entered a residence.
- **May 15, 2025** – Used to check a residence during a probation search.
- **May 17, 2025** – Used during the execution of a search warrant.
- **May 18, 2025** – Used to search for a runaway juvenile.
- **May 19, 2025** – Used to check a rooftop for a possible burglary suspect.
- **May 21, 2025** – Used during the execution of a search warrant.
- **May 23, 2025** – Used during the execution of a search warrant.
- **June 4, 2025** – Used to search a building for a suspect.
- **June 10, 2025** – Used for situational awareness during an eviction.
- **June 11, 2025** – Used during a barricaded murder suspect detail.
- **June 14, 2025** – Used for aerial view during a protest.
- **June 14, 2025** – Used for aerial view during a protest.
- **June 18, 2025** – Used during a probation search.
- **June 20, 2025** – Used to search a residence for possible burglary suspect.
- **June 21, 2025** – Used to search for a missing juvenile.

- **June 23, 2025** – Used during the execution of a search warrant.
- **June 28, 2025** – Used during the execution of an arrest warrant.
- **June 29, 2025** – Used to search a waterway for a stolen vessel.
- **July 1, 2025** – Used to search for a subject who jumped off a bridge.
- **July 3, 2025** – Used during the execution of a search warrant.
- **July 6, 2025** – Used to search for a suspect who fled from a stolen vehicle.
- **July 10, 2025** – Used during the execution of a search warrant.
- **July 21, 2025** – Used to provide aerial view at a residence where occupant was firing a gun.
- **July 22, 2025** – Used to provide aerial view at a protest.
- **July 25, 2025** – Used to search for a felony suspect.
- **July 25, 2025** – Used for aerial view during felony arrest.
- **July 26, 2025** – Used to search for a possible shooting victim.
- **July 26, 2025** – Used for aerial view during a felony arrest.
- **July 27, 2025** – Used to search for a trespassing suspect.
- **July 28, 2025** – Used to assist San Pablo PD with a burglary call.
- **July 29, 2025** – Used to provide aerial view during a felony arrest.
- **July 30, 2025** – Used to search area and residence for suspect.
- **August 2, 2025 –** Used during the execution of an arrest warrant.
- **August 2, 2025 –** Used during the execution of an arrest warrant.
- **August 6, 2025 –** Used to search for an at-risk missing adult.
- **August 7, 2025** – Used to assist Pittsburg PD search for an auto burglary suspect.
- **August 8, 2025** – Used to search for suspect in a fatal hit-and-run.
- **August 8, 2025** – Used to search for a missing juvenile.
- **August 10, 2025** – Used to document a crime scene.
- **August 12, 2025 –** Used during the execution of a search warrant.
- **August 13, 2025 –** Used to search area for felony suspect.
- **September 4, 2025 –** Used during the execution of a search warrant.
- **September 5, 2025 –** Used to search for a subject who fled on foot after a vehicle pursuit.
- **September 7, 2025 –** Used for aerial view of a community event.

- **September 9, 2025 –** Used during the execution of an eviction.
- **September 12, 2025 –** Used during the execution of a search warrant.
- **September 13, 2025 –** Used to search for a subject who fell off a freeway on-ramp.
- **September 14, 2025 –** Used to search a vehicle following a pursuit.
- **September 15, 2025** – Used to search for a felony suspect.
- **September 16, 2025** – Used to search for a missing boater.
- **September 16, 2025** – Used to search for a missing boater.
- **September 16, 2025** – Used to assist Antioch PD search for a suspect.
- **September 17, 2025** – Used during the execution of a search warrant.
- **September 17, 2025** – Used during the execution of an arrest warrant.
- **September 19, 2025** – Used during the execution of an arrest warrant.
- **September 20, 2025** – Used for aerial view of a community event.
- **September 20, 2025** – Used during the execution of an arrest warrant.
- **September 21, 2025** – Used for aerial view during a community event.
- **September 21, 2025** – Used during a barricaded suspect detail.
- **September 21, 2025** – Used for aerial view during a community event.
- **September 23, 2025** – Used to assist Hercules PD search for a wanted suspect.
- **September 27, 2025** – Used to search for three suspects following a weapon brandishing call.
- **September 27, 2025** – Used to document a vehicle collision with major injuries.
- **September 27, 2025** – Used to search for a shoplifting suspect.
- **September 27, 2025** – Used to search for suspects who fled from a stolen vehicle after a pursuit.
- **October 1, 2025** – Used during the execution of a search warrant.
- **October 4, 2025** – Used to search for a missing adult.
- **October 7, 2025** – Used to document the scene of a vehicle collision with injuries.
- **October 7, 2025** – Used to assist CHP with a search warrant.
- **October 11, 2025** – Used to search for missing juvenile.
- **October 15, 2025** – Used to search for a missing juvenile.
- **October 17, 2025** – Used to provide aerial view following a criminal threats call.

- **October 17, 2025** – Used to assist Antioch and Pittsburg PD's search for a suspect.
- **October 19, 2025**– Used to search for wanted suspect.
- **October 20, 2025** – Used to assist Pittsburg PD with a criminal threats call.
- **October 22, 2025** – Used to search for wanted suspect.
- **October 25, 2025** – Used to search for a burglary suspect.
- **October 26, 2025** – Used to search for possible burglary suspect.
- **October 29, 2025 –** Used to search for a suspect armed with a rifle.
- **October 29, 2025 –** Used to search for a loose horse.
- **October 29, 2025 –** Used during the execution of a search warrant.
- **October 31, 2025 –** Used during the execution of a search warrant.
- **October 31, 2025 –** Used during the execution of a search warrant.
- **November 1, 2025** – Used to search and arrest of a felony suspect.
- **November 8, 2025** – Used to search a residence for trespassers.
- **November 8, 2025** – Used during the execution of a search warrant.
- **November 9, 2025** – Used during an armed barricaded suspect call.
- **November 9, 2025** – Used to search for multiple robbery suspects.
- **November 10, 2025** – Used to document the scene of a vehicle collision.
- **November 12, 2025 –** Used to search for a suspect of assault with a deadly weapon.
- **November 15, 2025 –** Used to search for suspect of hit-and-run.
- **November 17, 2025 –** Used during the execution of a search warrant.
- **November 19, 2025 –** Used to search for suspect who fled the area.
- **November 22, 2025 –** Used to assist Moraga PD search for suspect(s) following a break-in.
- **November 23, 2025 –** Used to assist San Ramon PD search for a suspect.
- **November 24, 2025 –** Used to search for a burglary suspect.
- **November 29, 2025 –** Used to search for suspects following vehicle pursuit.
- **December 4, 2025** – Used during the execution of a search warrant.
- **December 5, 2025** – Used to document a crime scene.
- **December 6, 2025** – Used to assist CHP search for suspect from a vehicle pursuit.

- **December 7, 2025** – Used to search for suspects who shot at a residence.
- **December 8, 2025** – Used to search for an at-risk missing adult.
- **December 8, 2025** – Used to search for suspects who fled from a stolen vehicle.
- **December 9, 2025** – Used during a felony arrest.
- **December 9, 2025** – Used during a felony arrest.
- **December 9, 2025** – Used during a felony arrest.
- **December 10, 2025** – Used during a felony arrest.
- **December 10, 2025** – Used to assist with a burglary investigation.
- **December 11, 2025** – Used during a felony arrest.
- **December 11, 2025** – Used during a felony arrest.
- **December 11, 2025 –** Used during a felony arrest.
- **December 11, 2025 –** Used to search for a burglary and assault suspect.
- **December 12, 2025** – Used to document the scene of a fatal vehicle collision.
- **December 12, 2025** – Used to search for a runaway juvenile.
- **December 13, 2025** – Used for aerial view of a community event.
- **December 14, 2025** – Used to assist during the arrest of a suspect wanted for crimes against children.
- **December 14, 2025** – Used to document a crime scene.
- **December 14, 2025**– Used to search for a felony suspect.
- **December 17, 2025** – Used to search for an at-risk missing adult.
- **December 17, 2025** – Used during a felony arrest.
- **December 18, 2025** – Used to search for suspect who fled after a vehicle pursuit.
- **December 20, 2025** – Used to search for an at-risk missing adult.
- **December 23, 2025** – Used to search for an at-risk missing juvenile.
- **December 23, 2025** – Used to search for an at-risk missing juvenile.
- **December 24, 2025** – Used to search area during an in-progress burglary.
- **December 25, 2025 –** Used to search for a murder suspect.
- **December 26, 2025 –** Used during the execution of a search warrant.
- **December 27, 2025 –** Used to search the area during an in-progress burglary.
- **December 27, 2025 –** Used to search for suspects who fled a vehicle collision.

- **December 28, 2025 –** Used to provide an aerial view during a domestic violence call.
- **December 29, 2025 –** Used to search for two suspects following a vehicle pursuit.
- **December 31, 2025 –** Used during the execution of a search warrant.

Each use of GC 7070 defined equipment is reviewed to ensure it complies with Office of the Sheriff policy. There were no reported uses that violated any policy of the Office of the Sheriff.

Unmanned, Remotely Piloted Ground Vehicle

The Office of the Sheriff's unmanned, remotely piloted ground vehicles were not deployed in 2025.

Armored Personnel Carrier

The Office of the Sheriff's armored personnel carriers were used a total of 12 times during 2025. The following are summaries of the date and reason for the deployments:

- **January 23, 2025** – Bearcat was used to assist SWAT with providing ballistic protection to the team while surround and call-out techniques were utilized during the execution of a search warrant and arrest warrant.
- **June 4, 2025** – Two Bearcats were used to transport SWAT personnel and to provide ballistic protection at the scene of a barricaded subject.
- **June 11, 2025** – Two Bearcats were used to transport SWAT personnel and provide ballistic protection while surrounding a residence for homicide that had just occurred.
- **September 11, 2025** – Two Bearcats were used to transport SWAT personnel and to provide ballistic protection while surrounding a residence for the execution of a search warrant.
- **September 17, 2025** – Bearcat was used to transport SWAT personnel and to provide ballistic protection while surrounding a residence for the execution of a search warrant.
- **September 30, 2025** – Bearcat was used to transport SWAT personnel and provide ballistic protection while surrounding the residence for the execution of a search warrant.

- **October 29, 2025** – Two Bearcats were used to transport SWAT personnel and provide ballistic protection during the execution of a search warrant.
- **October 31, 2025** – Two Bearcats were used to transport SWAT personnel and to provide ballistic protection during the execution of high-risk search and arrest warrants.
- **November 8, 2025** – Two Bearcats were used to transport SWAT personnel and to provide ballistic protection during the execution of a search warrant.
- **November 19, 2025** – Two Bearcats were used to transport SWAT personnel and to provide ballistic protection during the execution of a high-risk search warrant.
- **December 17, 2025** – Bearcat was used to transport SWAT personnel and to provide ballistic protection during the execution of a search warrant.
- **December 31, 2025** – Bearcat was used to provide ballistic protection during the execution of a search warrant.

Each use of GC 7070 defined equipment is reviewed to ensure it complies with Office of the Sheriff policy. There were no reported uses that violated any policy of the Office of the Sheriff.

Command and Control Vehicle (Mobile Command Post)

The Office of the Sheriff's command and control vehicle was not deployed in 2025.

Explosive Breaching Apparatus / Battering Rams

The Office of the Sheriff's battering ram was not deployed in 2025.

Specialized firearms and ammunition

The Office of the Sheriff's specialized firearms and ammunition were not deployed in 2025.

"Flashbang" Grenades

The Office of the Sheriff's "flashbang" grenades were deployed five times during 2025. The following is a summary of the date and reason for the deployment:

- **January 23, 2025** – Two "flashbangs" were deployed as distraction devices in the backyard of a residence as SWAT executed a search warrant.
- **June 11, 2025** – One "flashbang" was deployed as a distraction device in the front yard of a residence as SWAT breached a window during an incident with a homicide suspect.
- **November 19, 2025** – One "flashbang" was deployed as a distraction device in the front yard of a residence during the execution of a search warrant.
- **November 23, 2025** – One "flashbang" was deployed into a jail cell as a distraction device during a cell extraction.
- **December 31, 2025** – One "flashbang" was deployed as a distraction device in front of the residence as SWAT executed a search warrant.

Each use of GC 7070 defined equipment is reviewed to ensure it complies with Office of the Sheriff policy. There were no reported uses that violated any policy of the Office of the Sheriff.

Tear Gas and Pepper Balls

The Office of the Sheriff's tear gas and pepper balls were used three times in 2025. The following are summaries of the date and reason for the deployments:

- **March 14, 2025** – One Stingball was deployed into a jail cell as a distraction device during a cell extraction.
- **August 2, 2025** – One Stingball was deployed into a jail cell as a distraction device during a cell extraction.
- **November 23, 2025** – One Stingball was deployed into a jail cell as a distraction device during a cell extraction.

Each use of GC 7070 defined equipment is reviewed to ensure it complies with Office of the Sheriff policy. There were no reported uses that violated any policy of the Office of the Sheriff.

Long Range Acoustic Device (LRAD)

The Office of the Sheriff's Long Range Acoustic Device (LRAD) was used 10 times during 2025. The following is a summary of the date and reason for the deployment:

- **January 23, 2025** – The Office of the Sheriff SWAT utilized the Long Range Acoustic Device to make announcements and gain suspects compliance during the execution of a search warrant.
- **June 4, 2025** – The Long Range Acoustic Device was utilized to make announcements and gain compliance for a barricaded suspect.
- **June 11, 2025** – The Long Range Acoustic Device was used to make announcements and gain compliance during the arrest of a homicide suspect.
- **September 11, 2025** – The Long Range Acoustic Device was utilized to make announcements and gain compliance during the execution of a search warrant.
- **September 17, 2025** – The Long Range Acoustic Device was utilized to make announcements and gain compliance during the execution of a search warrant.
- **October 29, 2025** – The Long Range Acoustic Device was utilized to make announcements and gain compliance during the execution of a search warrant.
- **November 8, 2025** – The Long Range Acoustic Device was utilized to make announcements and gain compliance during the execution of a search warrant.
- **November 19, 2025** – The Long Range Acoustic Device was utilized to make announcements and gain compliance during the execution of a search warrant.
- **December 4, 2025** – The Long Range Acoustic Device was used to make announcements and gain compliance during the execution of a search warrant.
- **December 31, 2025** - The Long Range Acoustic Device was utilized to make announcements and gain compliance during the execution of a search warrant.

Each use of GC 7070 defined equipment is reviewed to ensure it complies with Office of the Sheriff policy. There were no reported uses that violated any policy of the Office of the Sheriff.

40mm projectile launchers and munitions

The Office of the Sheriff's 40mm projectile launchers and munitions were used three times in 2025. The following are summaries of the date and reason for the deployments:

- **March 17, 2025** – During a stand-off with a non-compliant suspect, armed with edged weapons, two Blue Tip 40mm projectiles were deployed at the suspect.

- **May 7, 2025** – One Blue Tip 40mm projectile was used to break a vehicle window while assisting CHP on suspect who was refusing to exit a vehicle following a pursuit.
- **November 9, 2025** – Two Blue Tip 40mm projectiles were used to stop an armed suspect from re-entering a residence during a domestic violence detail.

Each use of GC 7070 defined equipment is reviewed to ensure it complies with Office of the Sheriff policy. There were no reported uses that violated any policy of the Office of the Sheriff.

2026 Projected Purchases

The Office of the Sheriff makes two different kinds of equipment purchases in regard to GC 7070 defined equipment: consumable and non-consumable equipment. Consumable equipment such as ammunition, chemical agents, “flash bang” grenades, less lethal munitions, and other similar equipment purchases are anticipated to be consistent with current replenishment schedules. The current inventory and need for replenishment can be impacted based on training, operational usage, and recommended replacement guidelines.

Below is a list of the equipment which is projected to be purchased in 2026:

Types of Military Equipment	Manufacturer / Make	Model	Quantity	Cost Per Item	Total Cost
Drones / Robots	DJI	Mavic 4T	1	$ 9,999.00	$ 9,999.00
	DJI	Matrice 4D	1	$ 9,999.00	$ 9,999.00
	DJI	Matrice 4T	13	$ 8,000.00	$ 104,000.00
	DJI	AVATA 2	9	$ 1,019.00	$ 9,171.00
	DJI	MINI	4	$ 1,000.00	$ 4,000.00
	Skydio	X10	4	$ 16,000.00	$ 64,000.00
	Boston Dynamics	SPOT-AV	1	$ 234,450.00	$ 234,450.00
Armored Rescue Vehicle	Lenco	BearCat G3 Pro	1	$ 392,096.00	$ 392,096.00
Shotgun Breaching Rounds	Royal Arms	Tesar 2 Blck Caps	125	$ 7.00	$ 875.00
	Royal Arms	Tesar 3 Green Caps	25	$ 6.00	$ 150.00
	Royal Arms	Tesar 4 Yellow Caps	25	$ 5.00	$ 125.00
	Royal Arms	MB-70A	25	$ 5.00	$ 125.00
Blasting Caps	Alpha Explosives	Blasting Caps	40	$ 7.50	$ 300.00
"Flashbangs"	Defense Technology	Inert Stingball 1098	10	$ 57.59	$ 575.90
	Defense Technology	White Smoke 1063	25	$ 35.35	$ 883.75
	Defense Technology	Green Smoke 1065	25	$ 50.47	$ 1,261.75
	Defense Technology	Air Burst 50mm 2028ws	150	$ 47.47	$ 7,120.50
	Defense Technology	Stinger 60 Caliber Rubber Balls	40	$ 71.25	$ 2,850.00

All Chemical Agent Munitions	Defense Technology	Riot Control CS 1082	50	$ 31.71	$ 1,585.50
	Defense Technology	0.7% MK-9 Fogger OC Aerosol	6	$ 70.13	$ 420.78
40mm Launchers	Defense Technology	40mm Launcher 1425	46	$ 1,280.00	$ 58,880.00
Impact Munitions	Defense Technology	6325 Blue Tip	430	$ 26.95	$ 11,588.50
	Defense Technology	6329 Green Tip	200	$ 26.95	$ 5,390.00
	Defense Technology	6320 Orange Tip	100	$ 26.95	$ 2,695.00
Pepperball Launchers	PepperBall	Tac-SA Pro Plus	20	$ 1,122.00	$ 22,440.00
	PepperBall	PPC Breacher	3	$ 745.00	$ 2,235.00
PepperBall Munitions	PepperBall	PepperBall LIVE-X	40	$ 36.00	$ 1,440.00
	PepperBall	PepperBall Glass Breaker-X	40	$ 51.42	$ 2,056.80
	PepperBall	PepperBall Live -X PAVA 375 count	10	$ 1,500.00	$ 15,000.00
Rifles	Daniel Defense	MK-18	10	$ 1,709.75	$ 17,097.50
	Daniel Defense	M4-V7	6	$ 1,700.00	$ 10,200.00
Rifle Suppressors	SureFire	SOCOM	30	$ 1,550.72	$ 46,521.60
Muzzle Brake	SureFire	SFMB -556 1/2-28	30	$ 135.11	$ 4,053.30

Summary of Citizen Complaints

Any member of the public can register a question or concern regarding GC 7070 defined equipment by contacting the Sheriff's Office via email at webmaster@so.cccounty.us or by mail attention of the Professionals Standards Division at 1850 Muir Road, Martinez CA 94533. A response to the question or concern shall be completed by the appropriate Division and routed to the Professional Standards Captain in a timely manner.

Also, any member of the public can register a complaint regarding GC 7070 defined equipment by using the Citizen Report Procedure Form which can be found at https://www.cocosheriff.org/community-information/citizen-complaint-form. All complaints received will be sent to Internal Affairs for handling.

In 2025, the Office of the Sheriff did not receive any complaints regarding the use of GC 7070 defined equipment.

GC 7070 Defined Equipment Inventory

Equipment Name / Category: Small Unmanned Aircraft System (sUAS) – Government Code §7070(c)(1)	
Quantity Owned: See description below	**Lifespan:** 10 years

Manufacturers Product Description(s):
DJI Matrice M200v2 with Z30 and XT2 cameras, approx. cost $35,000, quantity: 1. The ultimate platform for aerial productivity combines a rugged design and simple configurability to work as a solution for a variety of industrial applications. Improvements to the M200 Series V2 enhance intelligent control systems, flight performance, and add flight safety and data security features. https://www.dji.com/matrice-200-series-v2 Additional description: An enterprise platform UAV that provides up to 45 minutes of flight time and around 3 miles of range. This UAV has interchangeable zoom and thermal imaging cameras that record video and still pictures. The Matrice can be tethered to the ground for unlimited flight.
DJI Matrice 30T, approx. cost $17,000, quantity: 1. The Matrice 30T Enterprise Drone Basic Combo from DJI is specifically designed for commercial and first responder use in harsh conditions, capable of withstanding water, dirt, dust, wind, and extreme temperatures ranging from -4°F to 122°F. Its built-in redundancies and backup systems for flight control and signal transmission ensure reliability during critical missions. During flights, you can utilize a wide-angle camera, a zoom camera, and a thermal camera, providing versatile options for both video and still image recording tasks. https://enterprise.dji.com/matrice-30 Additional description: An enterprise platform UAV that integrates wide, zoom, and thermal cameras with a laser range finder.
DJI Mavic 2 Enterprise Advanced, approx. cost $7,000 each, quantity: 9. Capture accurate details in any mission with the Mavic 2 Enterprise Advanced – a highly versatile yet compact tool that packs a whole lot of performance upgrades. With high-resolution thermal and visual cameras, the M2EA supports up to 32× digital zoom and is capable of centimeter-level positioning accuracy with the RTK module. https://www.dji.com/mavic-2-enterprise-advanced Additional description: An enterprise platform UAV that provides up to 30 minutes of flight time and around 2 miles of range. This UAV has fixed color and thermal imaging cameras that can record video and still pictures. This UAV can be outfitted with a loudspeaker or spotlight. This UAV has an approximate weight of 899 grams.
DJI Phantom 4 Pro, approx. cost $2,000 each, quantity: 6. An uprated camera is equipped with a 1-inch 20-megapixel sensor capable of shooting 4K/60fps video and Burst Mode stills at 14 fps. The adoption of titanium alloy and magnesium alloy construction increases the rigidity of the airframe and reduces weight, making the Phantom 4 Pro similar in weight to the Phantom 4. The Flight Autonomy system adds dual rear vision sensors and infrared sensing systems for a total of 5-direction of obstacle sensing and 4-direction of obstacle avoidance. https://www.dji.com/phantom-4-pro?from=p4p-or-p4a Additional description: A prosumer UAV that provides up to 30 minutes of flight time and around 2 miles of range. This platform is dated, but still has

one of the best camera systems available, as the camera has a mechanical shutter for optimal picture quality. This UAV is mostly used for overhead mapping and 3D imaging.
DJI Mavic Mini 1, approx. cost $500 each, quantity: 6. DJI Mavic Mini - Drone FlyCam Quadcopter UAV with 2 7K Camera 3-Axis Gimbal GPS 30min Flight Time less than 0 55lbs Gray. Charging Temperature Range - 5° to 40°C (41° to 104°F). https://www.dji.com/mavic-mini Additional description: A consumer UAV that provides up to 20 minutes of flight time and around 1 mile of range. This UAV has a color camera that can record video and still images. The Mavic Mini 1 is an extremely small platform that can be fitted with propellor guards and flown inside buildings and tight spaces.
DJI Mavic Mini 2, approx. cost $600 each, quantity: 16. DJI Mini 2 is beginner-friendly, powerful, and well, mini. Impressive performance, stunning image quality, and creative videos are just a few taps away. Explore an entirely new perspective, capturing the moments that make your life truly yours. https://www.dji.com/mini-2 Additional description: A consumer platform UAV that provides up to 25 minutes of flight time and around 1 mile of range. This UAV has a 4K color camera that can record video and still images. Like its predecessor, the Mini 1, this is a very small platform UAV that is ideally suited for flying inside buildings and tight spaces, especially when fitted with propellor guards. The Mini 2 weighs 249 grams.
DJI Mavic Mini 3, approx. cost $750 each, quantity: 2. DJI Mini 3 is a compact, ultra-lightweight camera drone built for adventure. It features extended battery life, detail-rich 4K HDR video, and fun features like True Vertical Shooting for social-media-optimized shots. Whether you're capturing an epic road trip, or just a day in your own backyard, Mini 3 is up for the moment.. https://www.dji.com/mini-3 Additional description: Compared with DJI Mini 2, DJI Mini 3 has comprehensively improved the imaging system, battery life, and other aspects: With a lightweight and compact body under 249 g, DJI Mini 3 features a 1/1.3-inch image sensor that supports dual native ISO and chip-level HDR technology and supports shooting 4K HDR video. The drone can be used with the Intelligent Flight Battery and Intelligent Flight Battery Plus, and the maximum flight time is 51 minutes.* The new gimbal design allows for True Vertical Shooting and large-angle tilt.. The Mini 3 weighs 248 grams.
DJI Mavic Pro, approx. cost $1500, quantity: 1. The DJI Mavic Pro is a portable and powerful drone with a 3-axis gimbal 4K camera, a max transmission range of 4.1 mi (7 km), and a sophisticated design. https://www.dji.com/mavic Additional description: This consumer platform UAV is dated but still has an excellent camera system. This UAV weighs approximately 1.5 pounds and has a 30-minute flight time.
DJI Mavic Enterprise Zoom, approx. cost $2200 each, quantity: 2. The DJI Mavic 2 Enterprise is a foldable, portable, long-range flying camera and accessory system that adapts well to uses by first responders and businesses that routinely inspect hard-to-reach assets. https://www.dji.com/mavic-2-enterprise Additional description: An enterprise level UAV that has a color camera as well as an audible speaker and light. As the name implies, this UAV has good zooming capability, which enables it to fly higher, as to not agitate potential suspects on the ground. This UAV is capable of video recording and weighs approximately 2 pounds. The Mavic Zoom offers up to a 30-minute flight time.

DJI Mavic Enterprise Dual, approx. cost $2500 each, quantity: 3. Mavic 2 Enterprise Dual features a three-axis gimbal stabilized camera housing a side-by-side 4K sensor for capturing visible light and a FLIR imaging sensor for capturing thermal data. Together these sensors allow pilots to perform flights at night, as well as fly in complex daytime conditions like fog and smoke. https://www.dji.com/mavic-2-enterprise Additional description: UAV that has a color "Day" camera as well as infrared nighttime capabilities. This UAV also has an audible speaker and light. This UAV is the predecessor to the more robust Mavic 2 Enterprise Advanced, which has a much better infrared and zoom camera system. This UAV weighs approximately 2 pounds and offers up to a 30-minute flight time.

DJI FPV, approx. cost $1500 each, quantity: 2. DJI FPV has a built-in imaging system, high-definition, low-latency transmission with a range of up to 10 km, and a battery life of approximately 20 minutes. https://www.dji.com/dji-fpv Additional description: This unique "First Person View" UAV offers an immersive flying experience and is currently being tested for indoor flying. The pilot wears a headset and can view a live feed of the UAV as if walking through the building it is being flown through. This UAV also serves as a training platform, as it requires a much higher level of skill to fly than most other UAVs.

DJI Mavic 3 Pro, approx. cost $2500 each, quantity: 4. DJI Mavic 3 is DJI's latest flagship consumer drone. Compared with Mavic 2, Mavic 3 has substantially upgraded camera performance, integrating a 4/3 CMOS Hasselblad camera and a lightweight 24mm equivalent tele camera. Mavic 3 is capable of capturing 5.1K/50fps and 4K/120fps videos, and Mavic 3 Cine even supports Apple ProRes 422 HQ, Apple ProRes 422, and Apple ProRes 422 LT encoding, offering higher image quality and greater flexibility during post-processing. In addition to the camera system, Mavic 3 also delivers a comprehensively upgraded flight experience. Flight time has been extended to 46 minutes, and the new O3+ extends video transmission range to a maximum distance of 15 km. Obstacle sensing has been developed into a truly omnidirectional system, with a more powerful APAS 5.0 and Advanced RTH to give users greater peace of mind during flight. https://www.dji.com/mavic-3?site=brandsite&from=nav

DJI Mavic 3 Enterprise, approx. cost $7300 each, quantity: 8. The Mavic 3 Enterprise Series redefines industry standards for small commercial drones. With a mechanical shutter, a 56× zoom camera, and an RTK module for centimeter-level precision, the Mavic 3E brings mapping and mission efficiency to new heights. A thermal version is available for firefighting, search and rescue, inspection, and night operations. https://enterprise.dji.com/mavic-3-enterprise Additional description: The DJI Mavic 3 Enterprise Series has two versions: DJI Mavic 3E and DJI Mavic 3T. DJI Mavic 3E is equipped with a 20MP wide-angle camera with a 4/3 CMOS and a zoom camera to deliver powerful imaging capability frequently used for surveying, inspection, and security. DJI Mavic 3T is equipped with a 48MP wide-angle camera with a 1/2-inch CMOS, a zoom camera, and a thermal camera to deliver thermal imaging, useful for night rescues, firefighting, and power inspections.

DJI Mavic 2 Zoom, approx.. cost: $1,700, quantity: 1. Our dream has always been to make a drone that exists where engineering, technology, and the needs of the aerial photographer converge. A drone that embodies all of DJI's advanced, signature technologies, and is able to redefine what is possible for the world of aerial photography.

In creating the Mavic 2, we have made this dream come true. https://www.dji.com/mavic-2/info Additional description: The Mavic 2 Zoom is all about dynamic perspectives and is powered by a 1/2.3-inch 12-megapixel sensor with up to four-times zoom, including a two-times optical zoom (24-48mm) for more creative aerial photography options. **DJI Avata 2**, approx. cost: $2,100, quantity: 12. The DJI Avata 2 is an FPV drone that required a DJI googles series product, a DJI RC motion series product, or a DJI FPV remote controller product to operate. This immersive flight experience captures the of freely navigating the environment. DJI Avata 2 offers unique camera angles and an enjoyable, playful control experience, unlike other consumer drones. With its integrated propeller guard designed for safety, DJI Avata 2 can fly in low-altitude, indoor,wooded areas or even under bridges and get incredibly close to subjects. https://www.dji.com/avata-2 **DJI Matrice 4T**, approx. cost: $7,500, quantity: 6. DJI Matrice 4 series, a new compact and intelligent multi-sensor flagship drone series for enterprise industries. The series includes Matrice 4T and Matrice 4E, each equipped with advanced features such as smart detection and measurement with laser range finder. Flight operations are now safer and more reliable with significantly enhanced sensing capabilities.http://enterprise.dji.com/matrice-4-series **DJI Neo**, approx: cost: $600, quantity: 8. DJI Neo is DJI's lightest, smallest, safest, easiest-to-use aerial videographer with the most control options. It's ideal for low-altitude filming and close range-range human subject filming. https://www.dji.com/neo **DJI Mini 4**, approx. cost: $700, quantity: 1. The DJI Mini 4 is our most advanced mini-camera drone to date. It integrates powerful imaging capabilities omnidirectional sensing Active Track 360° with the new Manual Mode, and 20km FHD video transmission, bringing even more things to love for pros and beginners alike. https://dji.com/mini-4-pro **DJI Air 3S**, approx. cost: $1,800, quantity: 1. The DJI Air 3S is a dual-camera drone designed for travel photography, DJI Air 3S integrates a suite of advanced technologies. Featuring a 1-inch-CMOS primary camera and a 70mm medium tele camera, each with up to 14 stops of dynamic range. Additional new highlights include nightscape obstacle sensing and next-gen Smart RTH for enhanced safety during nighttime photography. https://dji.com/air-3s **DJI Flip**, approx. cost: $1,200, quantity: 2. DJI Flip features a stunning compact design with exceptional imaging capabilities. It supports palm takeoff without a remote controller, allowing you to capture moments on the go easier than ever before. Additionally, the Subject Tracking feature ensures the main subject stays perfectly framed, so you can set up captivating shots with ease. Propeller guard seamlessly merges lightweight constructionwith optimal safety. https://dji.com/flip **BRINC Lemur 2**, approx. cost: $33,000, quantity: 2. The Lemur 2 from Brinc is purpose built for tactical operations and is designed to fly indoors. The state-of-the-art pilot assistance systems on LEMUR 2 operate seamlessly in extreme environments and respect user inputs. https://brincdrones.com/lemur-2/
Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to: (1) major collision investigations, (2) search for missing persons, (3) natural disaster management, (4) crime scene photography, (4) SWAT, tactical, or other public safety and life preservation

mission, and (6) in response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.
Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the drones during approved missions.
Fiscal Impact: Annual maintenance and battery replacement cost is approximately $500 per unit
Training: All Sheriff's Office sUAS operators are licensed by the Federal Aviation Administration for sUAS operation as remote pilots under FAA Part 107. In addition, each operator must attend Sheriff's Office approved ongoing training.
Legal and Procedural Rules: Use is established under General Policy 1.06.84 (Small Unmanned Aircraft Systems) and FAA Regulation 14 CFR Part 107. It is the policy of the Sheriff's Office to utilize UAS only for official law enforcement or training purposes, and in a manner that respects the privacy of our community, pursuant to applicable law.
Additional Information: None

Equipment Name / Category: Unmanned, remotely piloted, powered ground vehicles – Government Code §7070(c)(12)	
Quantity Owned: 4	**Lifespan:** All robots, 8-10 years
Manufacturer's Product Description(s): **ROBOTEX Avatar II,** cost $12,500, quantity: 2. The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to inspect dangerous situations quickly and safely, there is no longer a need to send personnel in before you have had a chance to assess the situation. The AVATAR® saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The AVATAR® Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor. Departments across the United States and internationally are using the AVATAR® Robots. https://robotex.com/products/avatar-tactical-robot/ **TRANSCEND TACTICAL Vantage**, cost $25,000, quantity: 1. Transcend's Vantage robot is the world's only double-patented automatic stair and obstacle climbing robot for First Responders. It's the only option for First Responders that want their robot to "just figure it out" on the first attempt to climb stairs, clothes, and junk without the burden of tedious manual controls associated with flippers and other limb systems. This means the Vantage can be used without prior training to enter a house or building to see, hear and learn what's happening before sending officers inside. https://www.transcendrobotics.com/transcendproduct/vantage-patrol-robot/#overview **RECON ROBOTICS Throwbot 2**, cost $5,000, quantity: 1. The Recon Robotics Throwbot 2 is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments. https://reconrobotics.com/products/throwbot-2-robot/	
Purpose: This robot is used in response to critical incidents to enhance officer and community safety. They can be used to remotely gain visual/audio data, deliver the Hostage Negotiation Team throw phone, open doors, and clear buildings.	

Authorized Use: Only personnel who have been trained in the use of the robots will be authorized to use them.
Fiscal Impact: Annual maintenance cost is approximately $500
Training: All operators must have completed a familiarization training in the set-up, control, and safe deployment of the robots. All operators are also members of the SWAT team who have completed an 80-hour POST-certified Special Weapons and Tactics Course.
Legal and Procedural Rules: It is the policy of the Sheriff's Office to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to applicable law.
Additional Information: None

Equipment Name / Category: Armored Personnel Carrier – Government Code §7070(c)(2)	
Quantity Owned: 2	**Lifespan:** 25 years
Manufacturers Product Description(s): **LENCO BEARCAT, G2**, cost: $244,043.42, quantity: 1. The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features **only** found on the Lenco BearCat line of armored SWAT vehicles for Police and Government. https://www.lencoarmor.com/model/bearcat-g2-police-government/ **LENCO BEARCAT, G3**, cost: $291,283, quantity: 1. The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features, and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored SWAT vehicles would experience challenges. If your mission takes you off-road, the Lenco BearCat G3 will get you where you need to go. Available with mission-specific design features for Police and Government, Medical and Fire Response. https://www.lencoarmor.com/model/bearcat-g3-police-government/	
Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.	
Authorized Use: The use of armored rescue vehicles shall only be authorized by a SWAT commander, Assistant SWAT commander, or designee, based on the specific circumstances of a given critical incident. The Patrol Division Commander will be notified of the deployment of the armored vehicle as soon as practical. Armored rescue vehicles shall be used only by personnel trained in their deployment and in a manner consistent with Patrol Division policy 3.01.72.	
Fiscal Impact: Annual maintenance cost of approximately $2,500 each.	

Training: Operators are required to participate in initial and yearly Sheriff's Office approved training to demonstrate familiarity with the operation and controls of the armored vehicle.
Legal and Procedural Rules: Use is established under General Policy 1.06.24 and Patrol Division policy 3.01.72, as well as applicable law.
Additional Information: The Lenco Bearcat G2 was purchased in 2007 with Homeland Security grant funding.

Equipment Name / Category: Tracked Armored Vehicles – Government Code §7070(c)(4)	
Quantity Owned: 1	**Lifespan:** 25 years
Manufacturers Product Description(s): **RING POWER CORPORATION Rook**, approx. cost: $688,000, quantity 1. The Rook is built on a Caterpilar chassis, with ballistic protection, rubber tracks, and compact size. The vehicle allows deputies to work safely within the inner perimeter between armored rescue vehicles and the target location, limiting the need for handheld ballistic shields and reducing exposure to gunfire. The Rook allows deputies to safely approach, breach, and enter and can be used as a rescue point while satying behind ballistic protection. https://therook.ringpower.com	
Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.	
Authorized Use: The use of armored rescue vehicles shall only be authorized by a SWAT commander, Assistant SWAT commander, or designee, based on the specific circumstances of a given critical incident. The Patrol Division Commander will be notified of the deployment of the armored vehicle as soon as practical. Armored rescue vehicles shall be used only by personnel trained in their deployment and in a manner consistent with Patrol Division policy 3.01.72.	
Fiscal Impact: Annual maintenance cost of approximately $2,500 each.	
Training: Operators are required to participate in initial and yearly Sheriff's Office approved training to demonstrate familiarity with the operation and controls of the armored vehicle.	
Legal and Procedural Rules: Use is established under General Policy 1.06.24 and Patrol Division policy 3.01.72, as well as applicable law.	
Additional Information: The Rook was purchased in 2025 and funded entirely by the Office of the Sheriff's budgeted General Fund.	

Equipment Name / Category: Command and control vehicles – Government Code §7070(c)(5)	
Quantity Owned: 1	**Lifespan:** 20 years
Manufacturers Product Description(s): **LDV, C40MCC-10,** cost $913,110.11, quantity: 1. Ten large workstations, an additional exterior workstation, a lavatory and plentiful communications storage and interior	

workspace, this floorplan is all business. With middle entry and four slide outs, there is room to spare allowing for front conference space as needed. https://www.ldvusa.com/truck/contra-costa-county-sheriff-mobile-command-center/
Purpose: To be used based on the specific circumstances of a given critical incident. A mobile office that provides shelter, access to computer systems, and restroom facilities during extended events. The Mobile Command Vehicle (MCV) can also be utilized for SWAT/HNT and other critical incidents, pre-planned large events, searching for missing persons, natural disasters, and community events.
Authorized Use: The MCV shall be used by officers trained in its deployment and in a manner consistent with Sheriff's Office policies and training. Only officers who have completed the California Class B Commercial driving school and are properly licensed are allowed to drive the MCV.
Fiscal Impact: Annual maintenance cost is approximately $2,500
Training: The driver/operator shall receive Sheriff's Office approved training in the safe handling of the vehicle. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing.
Legal and Procedural Rules: Use is established under General Policy 1.06.26, as well as applicable law.
Additional Information: The MCV was purchased using Homeland Security grant funds.

Equipment Name / Category: Explosive breaching apparatuses / battering rams – Government Code §7070(c)(7)	
Quantity Owned: See description below	**Lifespan:** 10 years
Manufacturers Product Description(s): **REMINGTON 870 breaching shotgun**, cost is unknown as they were purchased before 2006, quantity: 2. A specially designed Remington 870 shotgun that is retrofitted with a spiked standoff breaching barrel that allows for the safe and effective firing of frangible copper rounds. Similar breaching shotgun: https://royalarms.com/shop/royal-remington-870-police-parkerized-breaching-shotgun-2/ **ROYAL ARMS TESCR shotgun breaching ammunition**, cost $4.50 per round, quantity: 15. Green Cap 2-3/4" 375 Grain Clayvon® Frangible 12 Ga Shotgun Slug. Additional description: A frangible round which is deployed from a 12-gauge breaching shotgun. https://royalarms.com/shop/tescr3-frangible-breaching-ammo/ **NONEL nonelectric delay detonator**, cost $7.50 each, quantity: 15. It consists of a length of orange shock tube with high strength detonator attached to one end and the other end sealed. A white J-hook is affixed near the sealed end, providing easy means of connection to detonating cord. **PRIMACORD 10 Detonating cord**, cost $691, quantity: 900 ft. PRIMACORD detonating cords are flexible linear explosives with a core of PETN explosive encased in a textile outer jacket. PRIMACORD detonating cords are designed for use as trunklines and/or downlines in various mining, quarrying and construction applications. **BATTERING RAM**, cost (included with Lenco Bearcat), quantity: 2. Each Lenco Bearcat has the ability to mount a ram to the front of the vehicle. The ram can be used for both	

creating an entry point into a location, as well as safely deploying a chemical agent into a location.
Purpose: Used in high-risk tactical operations to destroy deadbolts, locks, and hinges. During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a location to ensure the safety of innocent persons inside the stronghold, the suspect, the officers, and the public.
Authorized Use: SWAT personnel trained in its proper use for law enforcement purposes.
Fiscal Impact: Approx. $5.00 per round and will be purchased as needed to replenish existing supply as they are used during deployments and training.
Training: Instructor-led training which involves familiarization, authorized uses, and hands-on instruction. The instructor will have attended a Shotgun Breaching Course. Additionally, all operators are also members of the SWAT team who have completed an 80-hour POST certified Special Weapons and Tactics Course. Only SWAT team members who have attended a 9-day tactical explosive breacher course are allowed to handle the nonelectric detonators and detonating cord.
Legal and Procedural Rules: Use is established under General Policy 1.06.24, 1.06.61, and 1.07.32, as well as applicable law.
Additional Information: None

Equipment Name / Category: Specialized firearms and ammunition – Government Code §7070(c)(10)	
Quantity Owned: See description below	**Lifespan:** Approximately 5 to 15 years depending on usage
Manufacturers Product Description(s): The Office of the Sheriff has the following rifles in its inventory which are capable of firing .223/5.56mm caliber rifle rounds. These rifles are used by SWAT personnel. **HK G36C**, approx. cost $1,900, quantity: 4. With its short 8.98-inch (228 mm) barrel and buttstock folded, the G36C (compact carbine) has an overall length of less than 20 inches— shorter that an MP5 submachine gun. It is the perfect 5.56 mm weapon for use in confined areas such as a vehicle. The G36C can even be fired with its buttstock folded. With the installation of an HK G36 magazine conversion magazine well, the G36C can use widely available AR/M16/M4 type magazines. https://hk-usa.com/hk-models/g36c/ **COLT M4**, approx. cost $1,500, quantity: 37. The M4 is a lightweight, gas operated, magazine fed carbine rifle. https://colt.com/detail-page/m4-carbine **DANIEL DEFENSE M4**, approx. cost: $1,600, quantity: 15. The DDM4 is a lightweight, gas operated, magazine fed rifle. https://danieldefense.com/ddm4 **BUSHMASTER M4**, approx. cost: $1,200, quantity: 6. The M4 is a lightweight, gas operated, magazine fed rifle. https://bushmaster.com/shop/m4a2 The Office of the Sheriff has the following rifles in its inventory which are capable of firing .308 caliber rifle rounds: **GA PRECISION .308 rifles**, cost $4,986, quantity: 8.	

REMINGTON 700 .308 rifles, approx. cost: $1,200, quantity: 8. The Model 700 SPS Tactical is a highly maneuverable member of the family. It's built for tack-driving accuracy with a 20" heavy-contour tactical-style barrel and dual-point pillar bedding in its black synthetic stock. Hogue® over moldings on the stock facilitate sure handling, and it has a semi-beavertail fore-end for added stability off a rest. https://www.remarms.com/rifles/bolt-action/model-700/model-700-sps-tactical The Office of the Sheriff has the following firearms in its inventory that are capable of firing 9mm rounds: **HK MP5**, approx. Cost $2,000, quantity: 2. Developed by Heckler & Koch in the mid-1960s, the 9 mm MP5 submachine gun uses the same delayed blowback operating system found on the famous HK G3 automatic rifle. Reliability, accuracy, ease of handling, simple maintenance, and safety - all the elements of HK excellence are highlighted on the MP5. Firing from the closed-bolt position in all modes of fire make MP5 submachine guns extremely accurate and controllable. https://hk-usa.com/hk-models/mp5-2/ **FEDERAL PREMIUM Tactical Tru 308 Win T308T 168 grain**, approx. cost: $1.40 per round, quantity: 4,000. Custom made for your Urban Rifle, Tactical® TRU® was specifically designed for use in semi-automatic rifles or "Urban Rifles," such as variants of the M-16 or AR-15. TRU bullets are specifically engineered, ranging from fragmenting designs for tactical entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings. https://le.vistaoutdoor.com/ammunition/federal/rifle/details.aspx?id=1004 **FEDERAL PREMIUM Tactical Bonded Tip .308 LE308TT2 168 grain**, approx. cost: $2.50 per round, quantity 2,000. Designed to defeat the toughest barriers with minimal deflection, Tactical® Bonded Tip™ has quickly become the choice for some of the most intense conditions. The .308 Win. Tactical Bonded Tip achieves accuracy and terminal performance unmatched by other ammunitions. https://le.vistaoutdoor.com/ammunition/federal/rifle/details.aspx?id=934
Purpose: The rifle can be more effective than a sidearm when dealing with certain critical and life-threatening situations including overcoming heavily armed resistance, achieving containment, and saving lives. Such situations include but are not limited to: (1) Violent and armed suspects wearing body armor, (2) Subjects armed with high-capacity automatic or semi-automatic weapons, (3) Multiple armed suspects, (4) Distance is beyond the capabilities of handgun, and (5) Hostage situation where precision is necessary and is beyond the capabilities of a handgun.
Authorized Use: All full-time sworn peace officers are trained in its proper use for law enforcement purposes.
Fiscal Impact: Approximately $6,000 per year for ammunition and $1,000 per year for maintenance on the GA Precision rifles.
Training: All personnel issued a rifle capable of firing a .308 caliber round are members of the SWAT team, have attended an 80-hour POST-certified Special Weapons and Tactics Course and a 40-hour Rifle Marksmanship and Sniper/Observer Course. These

personnel attend SWAT team training and an additional 8-hour training day each month specifically for the deployment of the .308 rifle.
Legal and Procedural Rules: Use is established under General Policy 1.06.61, 1.07.32, and as well as applicable law.
Additional Information: The HK G36C rifles and HK MP5 firearms are only used for training and demonstration purposes and have not been an assigned to a SWAT team member as their primary rifle for several years.

Equipment Name / Category: "Flashbang" grenades – Government Code §7070(c)(12)	
Quantity Owned: 44	**Lifespan:** 5 years
Manufacturers Product Description(s): **DEFENSE TECHNOLOGY Low Roll Non-Reloadable Distraction Device**, cost $50 each, quantity: 44. The Non-Reloadable Distraction Device® unit incorporates an M201A1 type fuze with hex design gun steel body. This is a compact version of the 8933 Low Roll® body Distraction Device is the newest version of the first reusable non-bursting canister that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output. https://www.defense-technology.com/product/low-roll-12-gram-non-reloadable-distraction-device/	
Purpose: The diversionary device is designed to temporarily incapacitate an individual through sound and light.	
Authorized Use: The device is utilized in situations where it is necessary to gain a tactical advantage or provide a distraction, to overcome a situation where the threat of violence or danger exceeds the capabilities of standard Office of the Sheriff equipment. Examples are a hostage or barricaded subject incident and a high-risk warrant where there may be extreme hazards to personnel.	
Fiscal Impact: They will be purchased as needed to replenish existing supply as they are used during deployments and training.	
Training: All members of the SWAT team who have completed an 80-hour POST-certified Special Weapons and Tactics Course and personnel who have attended a course for diversionary devices are authorized for use. All SWAT team members receive refresher training from personnel who have attended an instructor course for diversionary devices.	
Legal and Procedural Rules: It is the policy of the Sheriff's Office to utilize noise flash diversionary devices (NFDD) only for official law enforcement or training purposes and pursuant to applicable law.	
Additional Information: None.	

Equipment Name / Category: Tear gas and pepper balls – Government Code §7070(c)(12)	
Quantity Owned: See description below	**Lifespan:** 5 years
Manufacturers Product Description(s):	

DEFENSE TECHNOLOGY Spede-Heat CS Grenade, cost approx. $20 each, quantity: 21. The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent. https://www.defense-technology.com/product/spede-heat-continuous-discharge-chemical-grenade-cs/

DEFENSE TECHNOLOGY Riot Control CS Grenade, cost approx. $25, quantity: 83. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent. https://www.defense-technology.com/product/riot-control-continuous-discharge-grenade-cs/

DEFENSE TECHNOLOGY Instantaneous Blast OC Grenade, cost approx. $20, quantity: 91. The Instantaneous Blast OC Grenade is designed for indoor or outdoor use; this grenade's powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined groves on the outside surface. This device is well suited for affecting numerous subjects grouped within a contained portion of a prison yard or area, using wind to the advantage. This 6.12 in. by 2.62 in. grenade will deliver approximately 1.5 oz. of active agent. https://www.defense-technology.com/product/instantaneous-blast-oc-grenade/

DEFENSE TECHNOLOGY Flameless Tri-Chamber Grenade, cost approx. $35, quantity: 9. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. https://www.defense-technology.com/product/flameless-tri-chamber-cs-grenade/

DEFENSE TECHNOLOGY Triple-Chaser CS grenade, cost approx. $33, quantity: 40. The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an

approximate burn time of 20-30 seconds. https://www.defense-technology.com/product/triple-chaser-separating-canister-cs/

DEFENSE TECHNOLOGY Stinger CS rubber ball grenade, cost approx. $43, quantity: 50. The Stinger® CS Rubber Ball Grenade is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and CS. The Stinger® Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger® Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius. https://www.defense-technology.com/product/stinger-cs-rubber-ball-grenade/

DEFENSE TECHNOLOGY Stinger OC rubber ball grenade, cost approx. $40.50, quantity: 26. The Stinger® OC Grenade is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and OC. The Stinger Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius. https://www.defense-technology.com/product/stinger-rubber-ball-grenade-oc/

DEFENSE TECHNOLOGY 32 Caliber rubber ball grenade, cost approx. $40.50, quantity: 7. The Stinger Rubber Ball Grenade s a maximum effect device that delivers three stimuli for psychological and physiological effects: rubber pellets, light, and sound. The Stinger Rubber Ball Grenade has an initial 1.5 second delay tat initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the runner balls in a 50 foot radius. https://www.defense-technology.com/product/stinger-32-caliber-rubber-ball-grenade/

DEFENSE TECHNOLOGY Inert rubber ball grenade, cost approx. $36, quantity: 113. The Inert Rubber Blast Ball Grenade can be used effectively in both training and crowd management situations. It simulates the dispersion of Riot Control Agents from a CS, CN, or OC Blast Ball in a training environment, but without the actual chemical exposure. Deployed in crowd management /custodial situations to deliver light/sound stimuli from a rubber ball style grenade without chemical agent exposure https://www.defense-technology.com/product/rubber-ball-blast-grenade-inert/

DEFENSE TECHNOLOGY Military-style SAF-Smoke grenade (White), cost approx. $26, quantity: 21. The Saf-Smoke™ Grenade was designed for training, but may also be used in operations. The Saf-Smoke Grenade offers the same approximate burn times as the Spede-Heat™ Grenade in CN or CS and the Riot Control Grenade in CN or CS. The similar burn times may make it the appropriate choice for training or simulation deployment of chemical agent canisters. The Saf-Smoke formulation is considered to be less toxic than Hexachloroethane (HC) smoke. The Saf-Smoke Grenade emits a very white smoke. https://www.defense-technology.com/product/military-style-saf-smoke-grenade/

DEFENSE TECHNOLOGY Military-style Green smoke grenade, cost approx. $37, quantity: 21. The Maximum Smoke Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in

approximately 30-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable colored smoke grenade is 6.0 in. by 2.35 in. and holds approximately 2.9 oz. of active agent. https://www.defense-technology.com/product/military-style-green-smoke-grenade/

DEFENSE TECHNOLOGY CS Powder 40mm Ferret, cost approx. $20, quantity: 43. The ferret 40mm round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside the structure or vehicle. Defense Technology no longer makes this type of ferret.

DEFENSE TECHNOLOGY CS Barricade Penetrating 40mm Ferret, cost approx. $20, quantity: 20. The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle. https://www.defense-technology.com/product/ferret-40-mm-powder-barricade-round-cs/

DEFENSE TECHNOLOGY Liquid CS 40mm Ferret, cost approx. $20, quantity: 12. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. https://www.defense-technology.com/product/ferret-40-mm-liquid-barricade-penetrator-round-cs/

DEFENSE TECHNOLOGY Skat Shell 40mm CS round, approx. cost: $40 each, quantity: 67. The Skat Shell 40mm CS projectile is designed to deliver multiple CS canisters from a 40mm launcher. It is widely used as a crowd control management tool for the rapid and broad deployment of a chemical agent by a single grenadier.https://defense-technology.com/product/skat-shell-40-mm-projectile-round-cs/

Defense Technology Spede-Heat 40mm Long-Range CN round, approx. cost: $35, quantity: 4. The Spede-Heat 40mm Long-Range CN round is designed to deliver CN chemical agents from a 40mm launcher during crowd control management. https://defense-technology.com/wp-content

COMBINED TACTICAL SYSTEMS 5210 White Smoke Grenade, cost $40.90, quantity 1. Pyrotechnic smoke grenade used for concealment or as a signaling device. https://www.combinedsystems.com/product/5210-white-smoke-canister-grenade/

COMBINED TACTICAL SYSTEMS 5230 Jet Lite CS Grenade, cost $40.90, quantity 8. A large diameter burning grenade designed to discharge a high volume of smoke and chemical agent rapidly through multiple emission ports. The smoke composition is

formulated to burn rapidly decreasing the possibility that the grenade can be picked up and thrown back at crowd management officers. The Jet-Lite should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. https://www.combinedsystems.com/product/5230jl-cs-baffled-canister-grenade-pyro-low-flame-potential-copy/ **COMBINED TACTICAL SYSTEMS 5430 Flameless CS Grenade**, cost $40.90, quantity 6. Large diameter flameless grenade posing no risk of fire and discharging a large powder payload instantaneously through multiple emission ports. Provides best results when used indoors. https://www.combinedsystems.com/product/5430-cs-flameless-expulsion-canister-grenade/
Purpose: The chemical irritant causes discomfort and encourages subjects to retreat from its vicinity so officers can safely resolve a critical incident, such as a situation involving a barricaded subject.
Authorized Use: Only personnel who have received training by an instructor who has attended a POST chemical agent or less lethal instructor course may use.
Fiscal Impact: Munitions will be purchased as needed to replenish existing supply as they are used during deployments and training.
Training: All operators will receive training by an instructor who has attended a POST certified chemical agent instructor or less lethal course.
Legal and Procedural Rules: Use is established under General Policy 1.06.24, 1.06.60, 1.06.61, and 1.07.32, as well as applicable law.
Additional Information: The Mutual Aid Mobile Field Force (MAMFF) has additional munitions in its inventory that have expired and are only for training purposes.

Equipment Name / Category: Long Range Acoustic Device (LRAD) – Government Code §7070(c)(13)	
Quantity Owned: 3	**Lifespan:** 25 years
Manufacturers Product Description(s): **LRAD 100x**, cost approx. $15,000, quantity: 3. The LRAD 100X is a self-contained, portable communication system for on-scene and tactical communication. With unparalleled vocal clarity and up to 30db louder than bullhorns, megaphones, and vehicle P.A. systems, the LRAD 100X is also four to six times louder than other acoustic hailers of comparable size and weight. LRAD's optimized driver and waveguide technology ensures every message is clearly broadcast, heard and understood, even above engine, crowd, siren, and background noise. The LRAD warning tone commands attention to the voice messages that follow and provides a safer alternative to non-lethal and kinetic measures for changing behavior. https://genasys.com/wp-content/uploads/Datasheet_LRAD_100X_2021_QR.pdf	
Purpose: To safely communicate critical announcements and de-escalate critical incidents by ensuring communications are clear and effectively delivered. They are typically used by the Office of the Sheriff during high-risk search/arrest warrant service and barricaded subject incidents but can be used in other situations as needed when it is necessary to ensure information and messages are clearly communicated. The LRAD may also be used to issue a warning tone.	

Authorized Use: The LRAD shall only be used by personnel trained in its deployment and used in a manner consistent with that training.
Fiscal Impact: Annual maintenance cost of approximately $400.
Training: All operators will receive Sheriff's Office approved training prior to operating any of the LRADs in the field.
Legal and Procedural Rules: It is the policy of the Sheriff's Office to utilize the LRAD only for official law enforcement or training purposes and pursuant to applicable law.
Additional Information: None.

Equipment Name / Category: 40mm projectile launchers and munitions – Government Code §7070(c)(14)	
Quantity Owned: See product description	**Lifespan:** 15 years
Manufacturers Product Description(s): **PENN ARMS GL6-40**, approx. cost $1500, quantity: 3. A 40MM spring-advance magazine drum launcher with a six-shot capacity and a rifled barrel and six-inch cylinder. https://www.combinedsystems.com/product/l640-1-40mm-spring-wound/ **DEFENSE TECHNOLOGY 4 SHOT 40mm launcher**, approx. cost $1500, quantity: 2. Designed for riot and tactical situation, the Defense Technology 1440 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. https://www.defense-technology.com/product/40mm-tactical-4-shot-launcher/ **DEFENSE TECHNOLOGY 40mm single shot launcher**, approx. cost $900, quantity: 59. Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems. https://www.defense-technology.com/product/40mm-lmt-tactical-single-launcher-expandable-stock/ **PEPPERBALL A200**, approx. cost: $250, quantity: 7. Discontinued PepperBall A200 is a non-lethal carbine launcher. https://pepperball.com/launchers/ftc-1/ **PEPPERBALL Tac 700 pepperball launcher**, approx. cost $400, quantity: 3. Discontinued PepperBall Tac 700 is a high-capacity shoulder mounted non-lethal launcher. https://pepperball.com/launchers/ftc-1/ **PEPPERBALL FTC Pro pepperball launcher**, approx. cost $700, quantity: 6. Redesigned for 2024, the FTC PRO™ is a high-capacity, semi-automatic launcher that is the gold standard non-lethal option for corrections, crowd management and mobile field force. Reliable and accurate, it features a newly designed 160 round hopper. https://pepperball.com/launchers/ftc-pro/ **FN 303 Launcher**, approx. cost $1,300, quantity: 4. The FN 303 Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303 Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or	

other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining. https://fnamerica.com/products/discontinued-products/fn-303-launcher/

DEFENSE TECHNOLOGY eXact impact 40mm sponge round, cost $18 each, quantity: 484. The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications. https://www.defense-technology.com/product/exact-impact-40-mm-standard-range-sponge-round/

DEFENSE TECHNOLOGY Direct impact 40mm marking crushable foam round, cost $18 each, quantity: 131. A 40mm sponge round that is a point-of-aim, point-of-impact direct-fire round. The direct impact round has a green marking agent that can be used to indicate the aggressor in a crowd or riot situation to the team on the ground. https://www.defense-technology.com/product/direct-impact-40-mm-marking-crushable-foam-round/

DEFENSE TECHNOLOGY Direct impact 40mm OC crushable foam round, approx. cost: $18, quantity: 201, A 40mm sponge round that is point-of-aim, point-of-impact direct-fire round. The orange roundis for OC powder. The direct impact combines blunt trauma with the effects OC powder, maximizing the potential for incapacitation. https://defense-technology.com/product/direct-impact-40-mm-oc-crushable-foam-round/

DEFENSE TECHNOLOGY Stinger 40mm 60-caliber rubber balls, cost $19 each, quantity: 221. The Stinger® 40 mm 60-Caliber Round is most widely used as a crowd management tool by Law Enforcement and Corrections. The round contains approximately eighteen 60-Caliber rubber balls. It utilizes smokeless powder as the propellant and has more consistent velocities and tighter patterns compared to its 37 mm counterpart. It is suitable for administering a means of pain compliance over a greater distance than its 32-Caliber Stinger® counterpart. Used for routing crowds or groups that are mildly resistive. https://www.defense-technology.com/product/stinger-40-mm-60-caliber-rubber-balls-round/

DEFENSE TECHNOLOGY 40mm Bean Bag round, approx. cost $25, quantity: 4. The 40mm bean bag round is most widely used as a crowd management tool by Law Enforcement. It utilizes smokeless powder as the propellant and contains one silica sand-filled bag. https://defense-technology.com/product/bean-bag-round-40mm/

DEFENSE TECHNOLOGY Drag Stabilized 12-gauge bean bag round, cost $5.50 each, quantity: 47. The Drag Stabilized 12-gauge round is a translucent 12-gauge shell loaded with a 40-gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions. This round has a velocity of 270 fps with a maximum effective range of 75 feet. https://www.defense-technology.com/product/drag-stabilized-12-gauge-bean-bag-round/

PEPPERBALL PAVA ammunition, approx. cost: $2.25 per round, quantity: 1180. .68 caliber A powerful concentration of 5% PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in more than 2 classic PepperBall LIVE™ rounds. Excellent for direct impact, area saturation and crowd control. https://pepperball.com/projectiles/live-x/ **PEPPERBALL Inert ammunition**, approx. cost: $2.25 per round, quantity: 750. Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when PAVA exposure is not desired. https://pepperball.com/projectiles/pepperball-inert/ **FN 303 clear projectile**, approx. cost $5 per round, quantity: 45. This projectile is intended for training-point specific impact or suspect distraction. https://fnamerica.com/products/less-lethal/projectiles/?referrer=law-enforcement **FN 303 PAVA/OC Powder projectile**, approx. cost $5 per round, quantity: 336. This projectile is intended as an irritant for individual suspects, point-specific targets or small-area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment, and clean-up. https://fnamerica.com/products/less-lethal/projectiles/?referrer=law-enforcement
Purpose: The 40mm and less lethal launchers are a necessary de-escalation tool which can reasonably result in use of a lesser level of force being used against a subject. Less lethal munitions may also be deployed when other levels of force are not proportional or are inappropriate because of the surroundings or situation. The goal of less lethal deployment is to exert control over a subject(s) with increased safety and with a lower potential for injury.
Authorized Use: Personnel trained in its proper use for law enforcement purposes.
Fiscal Impact: Each type of munition will be purchased as needed to replenish existing supply as they are used during deployments and training.
Training: All operators will receive training by an instructor who has attended a POST certified less lethal course.
Legal and Procedural Rules: Use is established under General Policy 1.06.24, 1.06.60, 1.06.61, and 1.07.32, as well as applicable law.
Additional Information: The Defense Technology 40mm chemical agent rounds are listed in the inventory for Government Code §7070(c)(12) equipment. The Mutual Aid Mobile Field Force (MAMFF) has additional Stinger rounds, 40mm bean bag rounds, and 12-gauge bean bag rounds which are all expired and are being disposed of.

Contra Costa County **Office of the Sheriff** **General Policy and Procedure**	**CCCSO**	**NUMBER: 1.07.30**
	RELATED ORDERS: Government Code §§ 7070-7075; Appendix 16	
ISSUE DATE: 4-29-2022 **REVISION DATE:**	**CLEARANCE:** **Office of the Sheriff**	
CHAPTER: **Equipment and Property Management**	**SUBJECT:** **Government Code § 7070 Defined Equipment**	

I. POLICY.

A. The Office of the Sheriff shall conduct its public safety functions in an atmosphere of openness in its relationship with the public. The provisions in this policy are to ensure each piece of equipment listed in Assembly Bill 481 ("AB 481") (Government Code §§ 7070-7075) as "military equipment" is used in accordance with department policies and the law. Decisions regarding use and acquisition of military equipment will take into consideration the public's welfare, safety, and civil rights, and allow for community input and engagement.

B. This policy has been created in accordance with the requirements of AB 481 and is designed to meet the requirements of reporting and accountability required by AB 481. These requirements include, but are not limited to, seeking Governing Body approval of specific items deemed to be military equipment and requirements related to use, compliance, annual reporting, cataloging, complaints, and community engagement regarding these items.

II. DEFINITIONS.

A. GOVERNING BODY: The Contra Costa County Board of Supervisors.

B. MILITARY EQUIPMENT: Any of the items as listed in California Government Code section 7070, subsections (c)(1) through (c)(16).

C. DEPLOYMENT AND USE: The deployment or use of military equipment shall refer to the use of the military equipment for an authorized purpose. The handling of a firearm or a less lethal device is not considered a deployment. These primer-based items must be fired during an incident to be considered a deployment. Training with any of the items listed in Government Code §7070(c)(1) through (c)(16) is excluded and is not considered a "deployment" or "use" pursuant to Government Code section 7072.

III. PROCEDURE.

A. The Office of the Sheriff shall obtain approval of the Governing Body annually prior to engaging in any of the following activities:

1. Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

2. Seeking funds for military equipment including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the Governing Body.

5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the Governing Body.

6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

B. In seeking the approval of the Governing Body, the Office of the Sheriff shall submit a proposed military equipment use policy, or subsequent amendment(s), to the Governing Body and the public via the Office of the Sheriff's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

C. The military equipment acquired and authorized by the Office of the Sheriff is:

1. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

2. Reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. The Office of the Sheriff shall submit an annual military equipment report to the Governing Body.

1. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

a. A summary of how the military equipment was deployed and the purpose of its deployment.

b. A summary of any complaints or concerns received regarding the military equipment.

c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

d. The total annual cost for each type of military equipment, including acquisition, personnel, training, maintenance, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

e. The quantity possessed for each type of military equipment.

f. If the Office of the Sheriff intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

2. The Office of the Sheriff shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.

3. Within 30 days of submitting and publicly releasing an annual military equipment report, the Office of the Sheriff shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Office of the Sheriff's funding, acquisition, or use of military equipment.

E. All military equipment kept and maintained by the Office of the Sheriff shall be cataloged in a way to address each of the following requirements:

1. The manufacturer's description of the equipment.

2. The capabilities of the equipment.

3. The purposes and authorized uses for deployment by trained Office of the Sheriff personnel.

4. The expected lifespan of the equipment.

5. The fiscal impact of the equipment, both initially and for on-going maintenance.

6. The quantity of the equipment, whether maintained or sought.

7. The training requirements for the particular equipment.

F. Any member of the public can register a question or concern regarding military equipment by contacting the Sheriff's Office via email at webmaster@so.cccounty.us or by mail attention of the Professionals Standards Division at 1850 Muir Road, Martinez CA 94533. A response to the question or concern shall be completed by the appropriate Division and routed to the Professional Standards Captain in a timely manner.

G. Any member of the public can register a complaint regarding military use equipment by using the Citizen Report Procedure Form which can be found at https://www.cocosheriff.org/community-information/citizen-complaint-form. All complaints received will be sent to Internal Affairs for handling.

IV. EQUIPMENT USE

A. Each Division Commander, or designee, will ensure that each deployment or use of a piece of military equipment covered by this policy will be documented in a report. Each completed report will be forwarded to the Professional Standards Division Commander for tracking.

B. All confirmed instances of non-compliance will be reported to the Governing Body via the annual military equipment report.

V. MUTUAL AID

A. The Office of the Sheriff acknowledges that all critical incidents are unique, and incidents may arise which overwhelm local resources. These incidents may make

it necessary to call on outside agencies for assistance. Nothing in this policy shall restrict the Office of the Sheriff from calling on the assistance of allied agency partners, whether they be federal, state, county, or local agencies, and their resources being used during critical incidents. These agencies should have their own Military Equipment Use policies which have been approved by their own governing bodies, with which the agencies are to comply.

VI. MILITARY EQUIPMENT INVENTORY

A. Each Division Commander, or designee, is responsible for ensuring an accurate inventory of each make, model, and quantity of military equipment is maintained for each work location and/or unit under their command.

B. See Appendix 16 of this policy manual for the equipment inventory.

Contra Costa County **Office of the Sheriff** General Policy and Procedure	**CCCSO**	**APPENDIX 16**
	RELATED ORDERS: Government Code §§ 7070-7075; CCCSO General Policy 1.07.30	
ISSUE DATE: 4-25-2022 **REVISION DATE: 6-25-2026**	**CLEARANCE:** **Office of the Sheriff**	
CHAPTER: **APPENDICES**	**SUBJECT:** **Government Code §7070 Defined Equipment Inventory**	

I. MILITARY EQUIPMENT INVENTORY

Equipment Name / Category: Small Unmanned Aircraft System (sUAS) – Government Code §7070(c)(1)	
Quantity Owned: See description below	**Lifespan:** 10 years

Manufacturers Product Description(s):

DJI Matrice M200v2 with Z30 and XT2 cameras, approx. cost $35,000, quantity: 1. The ultimate platform for aerial productivity combines a rugged design and simple configurability to work as a solution for a variety of industrial applications. Improvements to the M200 Series V2 enhance intelligent control systems, flight performance, and add flight safety and data security features. https://www.dji.com/matrice-200-series-v2 Additional description: An enterprise platform UAV that provides up to 45 minutes of flight time and around 3 miles of range. This UAV has interchangeable zoom and thermal imaging cameras that record video and still pictures. The Matrice can be tethered to the ground for unlimited flight.

DJI Matrice 30T, approx. cost $17,000, quantity: 1. The Matrice 30T Enterprise Drone Basic Combo from DJI is specifically designed for commercial and first responder use in harsh conditions, capable of withstanding water, dirt, dust, wind, and extreme temperatures ranging from -4°F to 122°F. Its built-in redundancies and backup systems for flight control and signal transmission ensure reliability during critical missions. During flights, you can utilize a wide-angle camera, a zoom camera, and a thermal camera, providing versatile options for both video and still image recording tasks. https://enterprise.dji.com/matrice-30 Additional description: An enterprise platform UAV that integrates wide, zoom, and thermal cameras with a laser range finder.

DJI Mavic 2 Enterprise Advanced, approx. cost $7,000 each, quantity: 9. Capture accurate details in any mission with the Mavic 2 Enterprise Advanced – a highly versatile yet compact tool that packs a whole lot of performance upgrades. With high-resolution thermal and visual cameras, the M2EA supports up to 32× digital zoom and is capable of centimeter-level positioning accuracy with the RTK module. https://www.dji.com/mavic-2-enterprise-advanced Additional description: An enterprise platform UAV that provides up to 30 minutes of flight time and around 2 miles of range. This UAV has fixed color and thermal imaging cameras that can record video and still pictures. This UAV can be

outfitted with a loudspeaker or spotlight. This UAV has an approximate weight of 899 grams.
DJI Phantom 4 Pro, approx. cost $2,000 each, quantity: 6. An uprated camera is equipped with a 1-inch 20-megapixel sensor capable of shooting 4K/60fps video and Burst Mode stills at 14 fps. The adoption of titanium alloy and magnesium alloy construction increases the rigidity of the airframe and reduces weight, making the Phantom 4 Pro similar in weight to the Phantom 4. The Flight Autonomy system adds dual rear vision sensors and infrared sensing systems for a total of 5-direction of obstacle sensing and 4-direction of obstacle avoidance. https://www.dji.com/phantom-4-pro?from=p4p-or-p4a Additional description: A prosumer UAV that provides up to 30 minutes of flight time and around 2 miles of range. This platform is dated, but still has one of the best camera systems available, as the camera has a mechanical shutter for optimal picture quality. This UAV is mostly used for overhead mapping and 3D imaging.
DJI Mavic Mini 1, approx. cost $500 each, quantity: 6. DJI Mavic Mini - Drone FlyCam Quadcopter UAV with 2 7K Camera 3-Axis Gimbal GPS 30min Flight Time less than 0 55lbs Gray. Charging Temperature Range - 5° to 40°C (41° to 104°F). https://www.dji.com/mavic-mini Additional description: A consumer UAV that provides up to 20 minutes of flight time and around 1 mile of range. This UAV has a color camera that can record video and still images. The Mavic Mini 1 is an extremely small platform that can be fitted with propellor guards and flown inside buildings and tight spaces.
DJI Mavic Mini 2, approx. cost $600 each, quantity: 16. DJI Mini 2 is beginner-friendly, powerful, and well, mini. Impressive performance, stunning image quality, and creative videos are just a few taps away. Explore an entirely new perspective, capturing the moments that make your life truly yours. https://www.dji.com/mini-2 Additional description: A consumer platform UAV that provides up to 25 minutes of flight time and around 1 mile of range. This UAV has a 4K color camera that can record video and still images. Like its predecessor, the Mini 1, this is a very small platform UAV that is ideally suited for flying inside buildings and tight spaces, especially when fitted with propellor guards. The Mini 2 weighs 249 grams.
DJI Mavic Mini 3, approx. cost $750 each, quantity: 2. DJI Mini 3 is a compact, ultra-lightweight camera drone built for adventure. It features extended battery life, detail-rich 4K HDR video, and fun features like True Vertical Shooting for social-media-optimized shots. Whether you're capturing an epic road trip, or just a day in your own backyard, Mini 3 is up for the moment.. https://www.dji.com/mini-3 Additional description: Compared with DJI Mini 2, DJI Mini 3 has comprehensively improved the imaging system, battery life, and other aspects: With a lightweight and compact body under 249 g, DJI Mini 3 features a 1/1.3-inch image sensor that supports dual native ISO and chip-level HDR technology and supports shooting 4K HDR video. The drone can be used with the Intelligent Flight Battery and Intelligent Flight Battery Plus, and the maximum flight time is 51 minutes. The new gimbal design allows for True Vertical Shooting and large-angle tilt.. The Mini 3 weighs 248 grams.
DJI Mavic Pro, approx. cost $1500, quantity: 1. The DJI Mavic Pro is a portable and powerful drone with a 3-axis gimbal 4K camera, a max transmission range of 4.1 mi (7 km), and a sophisticated design. https://www.dji.com/mavic Additional description: This consumer platform UAV is dated but still has an excellent camera system. This UAV weighs approximately 1.5 pounds and has a 30-minute flight time.

DJI Mavic Enterprise Zoom, approx. cost $2200 each, quantity: 2. The DJI Mavic 2 Enterprise is a foldable, portable, long-range flying camera and accessory system that adapts well to uses by first responders and businesses that routinely inspect hard-to-reach assets. https://www.dji.com/mavic-2-enterprise Additional description: An enterprise level UAV that has a color camera as well as an audible speaker and light. As the name implies, this UAV has good zooming capability, which enables it to fly higher, as to not agitate potential suspects on the ground. This UAV is capable of video recording and weighs approximately 2 pounds. The Mavic Zoom offers up to a 30-minute flight time.

DJI Mavic Enterprise Dual, approx. cost $2500 each, quantity: 3. Mavic 2 Enterprise Dual features a three-axis gimbal stabilized camera housing a side-by-side 4K sensor for capturing visible light and a FLIR imaging sensor for capturing thermal data. Together these sensors allow pilots to perform flights at night, as well as fly in complex daytime conditions like fog and smoke. https://www.dji.com/mavic-2-enterprise Additional description: UAV that has a color "Day" camera as well as infrared nighttime capabilities. This UAV also has an audible speaker and light. This UAV is the predecessor to the more robust Mavic 2 Enterprise Advanced, which has a much better infrared and zoom camera system. This UAV weighs approximately 2 pounds and offers up to a 30-minute flight time.

DJI FPV, approx. cost: $1500 each, quantity: 2. DJI FPV has a built-in imaging system, high-definition, low-latency transmission with a range of up to 10 km, and a battery life of approximately 20 minutes. https://www.dji.com/dji-fpv Additional description: This unique "First Person View" UAV offers an immersive flying experience and is currently being tested for indoor flying. The pilot wears a headset and can view a live feed of the UAV as if walking through the building it is being flown through. This UAV also serves as a training platform, as it requires a much higher level of skill to fly than most other UAVs.

DJI Mavic 3 Pro, approx. cost $2500 each, quantity: 4. DJI Mavic 3 is DJI's latest flagship consumer drone. Compared with Mavic 2, Mavic 3 has substantially upgraded camera performance, integrating a 4/3 CMOS Hasselblad camera and a lightweight 24mm equivalent tele camera. Mavic 3 is capable of capturing 5.1K/50fps and 4K/120fps videos, and Mavic 3 Cine even supports Apple ProRes 422 HQ, Apple ProRes 422, and Apple ProRes 422 LT encoding, offering higher image quality and greater flexibility during post-processing. In addition to the camera system, Mavic 3 also delivers a comprehensively upgraded flight experience. Flight time has been extended to 46 minutes, and the new O3+ extends video transmission range to a maximum distance of 15 km. Obstacle sensing has been developed into a truly omnidirectional system, with a more powerful APAS 5.0 and Advanced RTH to give users greater peace of mind during flight. https://www.dji.com/mavic-3?site=brandsite&from=nav

DJI Mavic 3 Enterprise, approx. cost: $7300 each, quantity: 8. The Mavic 3 Enterprise Series redefines industry standards for small commercial drones. With a mechanical shutter, a 56× zoom camera, and an RTK module for centimeter-level precision, the Mavic 3E brings mapping and mission efficiency to new heights. A thermal version is available for firefighting, search and rescue, inspection, and night operations. https://enterprise.dji.com/mavic-3-enterprise Additional description: The DJI Mavic 3 Enterprise Series has two versions: DJI Mavic 3E and DJI Mavic 3T. DJI Mavic 3E is equipped with a 20MP wide-angle camera with a 4/3 CMOS and a zoom camera to

deliver powerful imaging capability frequently used for surveying, inspection, and security. DJI Mavic 3T is equipped with a 48MP wide-angle camera with a 1/2-inch CMOS, a zoom camera, and a thermal camera to deliver thermal imaging, useful for night rescues, firefighting, and power inspections.
DJI Mavic 2 Zoom, approx. cost: $1,700, quantity: 1. Our dream has always been to make a drone that exists where engineering, technology, and the needs of the aerial photographer converge. A drone that embodies all of DJI's advanced, signature technologies, and is able to redefine what is possible for the world of aerial photography. In creating the Mavic 2, we have made this dream come true. https://www.dji.com/mavic-2/info Additional description: The Mavic 2 Zoom is all about dynamic perspectives and is powered by a 1/2.3-inch 12-megapixel sensor with up to four-times zoom, including a two-times optical zoom (24-48mm) for more creative aerial photography options.
DJI Avata 2, approx. cost: $2,100, quantity: 12. The DJI Avata 2 is an FPV drone that required a DJI googles series product, a DJI RC motion series product, or a DJI FPV remote controller product to operate. This immersive flight experience captures the of freely navigating the environment. DJI Avata 2 offers unique camera angles and an enjoyable, playful control experience, unlike other consumer drones. With its integrated propeller guard designed for safety, DJI Avata 2 can fly in low-altitude, indoor,wooded areas or even under bridges and get incredibly close to subjects.
https://www.dji.com/avata-2
DJI Matrice 4T, approx. cost: $7,500, quantity: 6. DJI Matrice 4 series, a new compact and intelligent multi-sensor flagship drone series for enterprise industries. The series includes Matrice 4T and Matrice 4E, each equipped with advanced features such as smart detection and measurement with laser range finder. Flight operations are now safer and more reliable with significantly enhanced sensing capabilities.http://enterprise.dji.com/matrice-4-series
DJI Neo, approx: cost: $600, quantity: 8. DJI Neo is DJI's lightest, smallest, safest, easiest-to-use aerial videographer with the most control options. It's ideal for low-altitude filming and close range-range human subject filming. https://www.dji.com/neo
DJI Mini 4, approx. cost: $700, quantity: 1. The DJI Mini 4 is our most advanced mini-camera drone to date. It integrates powerful imaging capabilities omnidirectional sensing Active Track 360° with the new Manual Mode, and 20km FHD video transmission, bringing even more things to love for pros and beginners alike. https://dji.com/mini-4-pro
DJI Air 3S, approx. cost: $1,800, quantity: 1. The DJI Air 3S is a dual-camera drone designed for travel photography, DJI Air 3S integrates a suite of advanced technologies. Featuring a 1-inch-CMOS primary camera and a 70mm medium tele camera, each with up to 14 stops of dynamic range. Additional new highlights include nightscape obstacle sensing and next-gen Smart RTH for enhanced safety during nighttime photography.
https://dji.com/air-3s
DJI Flip, approx. cost: $1,200, quantity: 2. DJI Flip features a stunning compact design with exceptional imaging capabilities. It supports palm takeoff without a remote controller, allowing you to capture moments on the go easier than ever before. Additionally, the Subject Tracking feature ensures the main subject stays perfectly framed, so you can set up captivating shots with ease. Propeller guard seamlessly merges lightweight constructionwith optimal safety. https://dji.com/flip

BRINC Lemur 2, approx. cost: $33,000, quantity: 2. The Lemur 2 from Brinc is purpose built for tactical operations and is designed to fly indoors. The state-of-the-art pilot assistance systems on LEMUR 2 operate seamlessly in extreme environments and respect user inputs. https://brincdrones.com/lemur-2/
Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to: (1) major collision investigations, (2) search for missing persons, (3) natural disaster management, (4) crime scene photography, (4) SWAT, tactical, or other public safety and life preservation mission, and (6) in response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.
Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the drones during approved missions.
Fiscal Impact: Annual maintenance and battery replacement cost is approximately $500 per unit
Training: All Sheriff's Office sUAS operators are licensed by the Federal Aviation Administration for sUAS operation as remote pilots under FAA Part 107. In addition, each operator must attend Sheriff's Office approved ongoing training.
Legal and Procedural Rules: Use is established under General Policy 1.06.84 (Small Unmanned Aircraft Systems) and FAA Regulation 14 CFR Part 107. It is the policy of the Sheriff's Office to utilize UAS only for official law enforcement or training purposes, and in a manner that respects the privacy of our community, pursuant to applicable law.
Additional Information: None

Equipment Name / Category: Unmanned, remotely piloted, powered ground vehicles – Government Code §7070(c)(12)	
Quantity Owned: 4	**Lifespan:** All robots, 8-10 years
Manufacturer's Product Description(s): **ROBOTEX Avatar II,** cost $12,500, quantity: 2. The AVATAR® enhances the capabilities of SWAT and tactical response teams by allowing them to inspect dangerous situations quickly and safely, there is no longer a need to send personnel in before you have had a chance to assess the situation. The AVATAR® saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The AVATAR® Robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor. Departments across the United States and internationally are using the AVATAR® Robots. https://robotex.com/products/avatar-tactical-robot/ **TRANSCEND TACTICAL Vantage**, cost $25,000, quantity: 1. Transcend's Vantage robot is the world's only double-patented automatic stair and obstacle climbing robot for First Responders. It's the only option for First Responders that want their robot to "just figure it out" on the first attempt to climb stairs, clothes, and junk without the burden of tedious manual controls associated with flippers and other limb systems. This means the Vantage can be used without prior training to enter a house or building to see, hear and learn what's happening before sending officers inside. https://www.transcendrobotics.com/transcendproduct/vantage-patrol-robot/#overview	

RECON ROBOTICS Throwbot 2, cost $5,000, quantity: 1. The Recon Robotics Throwbot 2 is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments. https://reconrobotics.com/products/throwbot-2-robot/
Purpose: This robot is used in response to critical incidents to enhance officer and community safety. They can be used to remotely gain visual/audio data, deliver the Hostage Negotiation Team throw phone, open doors, and clear buildings.
Authorized Use: Only personnel who have been trained in the use of the robots will be authorized to use them.
Fiscal Impact: Annual maintenance cost is approximately $500
Training: All operators must have completed a familiarization training in the set-up, control, and safe deployment of the robots. All operators are also members of the SWAT team who have completed an 80-hour POST-certified Special Weapons and Tactics Course.
Legal and Procedural Rules: It is the policy of the Sheriff's Office to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to applicable law.
Additional Information: None

Equipment Name / Category: Armored Personnel Carrier – Government Code §7070(c)(2)	
Quantity Owned: 2	**Lifespan:** 25 years
Manufacturers Product Description(s): **LENCO BEARCAT, G2**, cost: $244,043.42, quantity: 1. The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features **only** found on the Lenco BearCat line of armored SWAT vehicles for Police and Government. https://www.lencoarmor.com/model/bearcat-g2-police-government/ **LENCO BEARCAT, G3**, cost: $291,283, quantity: 1. The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features, and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored SWAT vehicles would experience challenges. If your mission takes you off-road, the Lenco BearCat G3 will get you where you need to go. Available with mission-specific design features for Police and Government, Medical and Fire Response. https://www.lencoarmor.com/model/bearcat-g3-police-government/	
Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.	

Authorized Use: The use of armored rescue vehicles shall only be authorized by a SWAT commander, Assistant SWAT commander, or designee, based on the specific circumstances of a given critical incident. The Patrol Division Commander will be notified of the deployment of the armored vehicle as soon as practical. Armored rescue vehicles shall be used only by personnel trained in their deployment and in a manner consistent with Patrol Division policy 3.01.72.
Fiscal Impact: Annual maintenance cost of approximately $2,500 each.
Training: Operators are required to participate in initial and yearly Sheriff's Office approved training to demonstrate familiarity with the operation and controls of the armored vehicle.
Legal and Procedural Rules: Use is established under General Policy 1.06.24 and Patrol Division policy 3.01.72, as well as applicable law.
Additional Information: The Lenco Bearcat G2 was purchased in 2007 with Homeland Security grant funding.

Equipment Name / Category: Tracked Armored Vehicles – Government Code §7070(c)(4)	
Quantity Owned: 1	**Lifespan:** 25 years
Manufacturers Product Description(s): **RING POWER CORPORATION Rook**, approx. cost: $688,000, quantity 1. The Rook is built on a Caterpillar chassis, with ballistic protection, rubber tracks, and compact size. The vehicle allows deputies to work safely within the inner perimeter between armored rescue vehicles and the target location, limiting the need for handheld ballistic shields and reducing exposure to gunfire. The Rook allows deputies to safely approach, breach, and enter and can be used as a rescue point while staying behind ballistic protection. https://therook.ringpower.com	
Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.	
Authorized Use: The use of armored rescue vehicles shall only be authorized by a SWAT commander, Assistant SWAT commander, or designee, based on the specific circumstances of a given critical incident. The Patrol Division Commander will be notified of the deployment of the armored vehicle as soon as practical. Armored rescue vehicles shall be used only by personnel trained in their deployment and in a manner consistent with Patrol Division policy 3.01.72.	
Fiscal Impact: Annual maintenance cost of approximately $2,500 each.	
Training: Operators are required to participate in initial and yearly Sheriff's Office approved training to demonstrate familiarity with the operation and controls of the armored vehicle.	
Legal and Procedural Rules: Use is established under General Policy 1.06.24 and Patrol Division policy 3.01.72, as well as applicable law.	
Additional Information: The Rook was purchased in 2025 and funded entirely by the Office of the Sheriff's budgeted General Fund.	

Equipment Name / Category: Command and control vehicles – Government Code §7070(c)(5)	
Quantity Owned: 1	**Lifespan:** 20 years
Manufacturers Product Description(s): **LDV, C40MCC-10,** cost $913,110.11, quantity: 1. Ten large workstations, an additional exterior workstation, a lavatory and plentiful communications storage and interior workspace, this floorplan is all business. With middle entry and four slide outs, there is room to spare allowing for front conference space as needed. https://www.ldvusa.com/truck/contra-costa-county-sheriff-mobile-command-center/	
Purpose: To be used based on the specific circumstances of a given critical incident. A mobile office that provides shelter, access to computer systems, and restroom facilities during extended events. The Mobile Command Vehicle (MCV) can also be utilized for SWAT/HNT and other critical incidents, pre-planned large events, searching for missing persons, natural disasters, and community events.	
Authorized Use: The MCV shall be used by officers trained in its deployment and in a manner consistent with Sheriff's Office policies and training. Only officers who have completed the California Class B Commercial driving school and are properly licensed are allowed to drive the MCV.	
Fiscal Impact: Annual maintenance cost is approximately $2,500	
Training: The driver/operator shall receive Sheriff's Office approved training in the safe handling of the vehicle. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing.	
Legal and Procedural Rules: Use is established under General Policy 1.06.26, as well as applicable law.	
Additional Information: The MCV was purchased using Homeland Security grant funds.	

Equipment Name / Category: Explosive breaching apparatuses / battering rams – Government Code §7070(c)(7)	
Quantity Owned: See description below	**Lifespan:** 10 years
Manufacturers Product Description(s): **REMINGTON 870 breaching shotgun**, cost is unknown as they were purchased before 2006, quantity: 2. A specially designed Remington 870 shotgun that is retrofitted with a spiked standoff breaching barrel that allows for the safe and effective firing of frangible copper rounds. Similar breaching shotgun: https://royalarms.com/shop/royal-remington-870-police-parkerized-breaching-shotgun-2/ **ROYAL ARMS TESCR shotgun breaching ammunition**, cost $4.50 per round, quantity: 15. Green Cap 2-3/4" 375 Grain Clayvon® Frangible 12 Ga Shotgun Slug. Additional description: A frangible round which is deployed from a 12-gauge breaching shotgun. https://royalarms.com/shop/tescr3-frangible-breaching-ammo/ **NONEL nonelectric delay detonator**, cost $7.50 each, quantity: 15. It consists of a length of orange shock tube with high strength detonator attached to one end and the other end sealed. A white J-hook is affixed near the sealed end, providing easy means of connection to detonating cord. **PRIMACORD 10 Detonating cord**, cost $691, quantity: 900 ft. PRIMACORD detonating cords are flexible linear explosives with a core of PETN explosive encased in a textile	

outer jacket. PRIMACORD detonating cords are designed for use as trunklines and/or downlines in various mining, quarrying and construction applications. **BATTERING RAM**, cost (included with Lenco Bearcat), quantity: 2. Each Lenco Bearcat has the ability to mount a ram to the front of the vehicle. The ram can be used for both creating an entry point into a location, as well as safely deploying a chemical agent into a location.
Purpose: Used in high-risk tactical operations to destroy deadbolts, locks, and hinges. During crisis situations, it may become necessary for a SWAT team to facilitate an entry into a location to ensure the safety of innocent persons inside the stronghold, the suspect, the officers, and the public.
Authorized Use: SWAT personnel trained in its proper use for law enforcement purposes.
Fiscal Impact: Approx. $5.00 per round and will be purchased as needed to replenish existing supply as they are used during deployments and training.
Training: Instructor-led training which involves familiarization, authorized uses, and hands-on instruction. The instructor will have attended a Shotgun Breaching Course. Additionally, all operators are also members of the SWAT team who have completed an 80-hour POST certified Special Weapons and Tactics Course. Only SWAT team members who have attended a 9-day tactical explosive breacher course are allowed to handle the nonelectric detonators and detonating cord.
Legal and Procedural Rules: Use is established under General Policy 1.06.24, 1.06.61, and 1.07.32, as well as applicable law.
Additional Information: None

Equipment Name / Category: Specialized firearms and ammunition – Government Code §7070(c)(10)	
Quantity Owned: See description below	**Lifespan:** Approximately 5 to 15 years depending on usage
Manufacturers Product Description(s): The Office of the Sheriff has the following rifles in its inventory which are capable of firing .223/5.56mm caliber rifle rounds. These rifles are used by SWAT personnel. **HK G36C**, approx. cost $1,900, quantity: 4. With its short 8.98-inch (228 mm) barrel and buttstock folded, the G36C (compact carbine) has an overall length of less than 20 inches— shorter that an MP5 submachine gun. It is the perfect 5.56 mm weapon for use in confined areas such as a vehicle. The G36C can even be fired with its buttstock folded. With the installation of an HK G36 magazine conversion magazine well, the G36C can use widely available AR/M16/M4 type magazines. https://hk-usa.com/hk-models/g36c/ **COLT M4**, approx. cost $1,500, quantity: 37. The M4 is a lightweight, gas operated, magazine fed carbine rifle. https://colt.com/detail-page/m4-carbine **DANIEL DEFENSE M4**, approx. cost: $1,600, quantity: 15. The DDM4 is a lightweight, gas operated, magazine fed rifle. https://danieldefense.com/ddm4 **BUSHMASTER M4**, approx. cost: $1,200, quantity: 6. The M4 is a lightweight, gas operated, magazine fed rifle. https://bushmaster.com/shop/m4a2	

The Office of the Sheriff has the following rifles in its inventory which are capable of firing .308 caliber rifle rounds: **GA PRECISION .308 rifles**, cost $4,986, quantity: 8. **REMINGTON 700 .308 rifles,** approx. cost: $1,200, quantity: 8. The Model 700 SPS Tactical is a highly maneuverable member of the family. It's built for tack-driving accuracy with a 20" heavy-contour tactical-style barrel and dual-point pillar bedding in its black synthetic stock. Hogue® over moldings on the stock facilitate sure handling, and it has a semi-beavertail fore-end for added stability off a rest. https://www.remarms.com/rifles/bolt-action/model-700/model-700-sps-tactical The Office of the Sheriff has the following firearms in its inventory that are capable of firing 9mm rounds: **HK MP5**, approx. Cost $2,000, quantity: 2. Developed by Heckler & Koch in the mid-1960s, the 9 mm MP5 submachine gun uses the same delayed blowback operating system found on the famous HK G3 automatic rifle. Reliability, accuracy, ease of handling, simple maintenance, and safety - all the elements of HK excellence are highlighted on the MP5. Firing from the closed-bolt position in all modes of fire make MP5 submachine guns extremely accurate and controllable. https://hk-usa.com/hk-models/mp5-2/ **FEDERAL PREMIUM Tactical Tru 308 Win T308T 168 grain**, approx. cost: $1.40 per round, quantity: 4,000. Custom made for your Urban Rifle, Tactical® TRU® was specifically designed for use in semi-automatic rifles or "Urban Rifles," such as variants of the M-16 or AR-15. TRU bullets are specifically engineered, ranging from fragmenting designs for tactical entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings. https://le.vistaoutdoor.com/ammunition/federal/rifle/details.aspx?id=1004 **FEDERAL PREMIUM Tactical Bonded Tip .308 LE308TT2 168 grain**, approx. cost: $2.50 per round, quantity 2,000. Designed to defeat the toughest barriers with minimal deflection, Tactical® Bonded Tip™ has quickly become the choice for some of the most intense conditions. The .308 Win. Tactical Bonded Tip achieves accuracy and terminal performance unmatched by other ammunitions. https://le.vistaoutdoor.com/ammunition/federal/rifle/details.aspx?id=934
Purpose: The rifle can be more effective than a sidearm when dealing with certain critical and life-threatening situations including overcoming heavily armed resistance, achieving containment, and saving lives. Such situations include but are not limited to: (1) Violent and armed suspects wearing body armor, (2) Subjects armed with high-capacity automatic or semi-automatic weapons, (3) Multiple armed suspects, (4) Distance is beyond the capabilities of handgun, and (5) Hostage situation where precision is necessary and is beyond the capabilities of a handgun.
Authorized Use: All full-time sworn peace officers are trained in its proper use for law enforcement purposes.
Fiscal Impact: Approximately $6,000 per year for ammunition and $1,000 per year for maintenance on the GA Precision rifles.
Training: All personnel issued a rifle capable of firing a .308 caliber round are members of the SWAT team, have attended an 80-hour POST-certified Special Weapons and

Tactics Course and a 40-hour Rifle Marksmanship and Sniper/Observer Course. These personnel attend SWAT team training and an additional 8-hour training day each month specifically for the deployment of the .308 rifle.
Legal and Procedural Rules: Use is established under General Policy 1.06.61, 1.07.32, and as well as applicable law.
Additional Information: The HK G36C rifles and HK MP5 firearms are only used for training and demonstration purposes and have not been an assigned to a SWAT team member as their primary rifle for several years.

Equipment Name / Category: "Flashbang" grenades – Government Code §7070(c)(12)	
Quantity Owned: 44	**Lifespan:** 5 years
Manufacturers Product Description(s): **DEFENSE TECHNOLOGY Low Roll Non-Reloadable Distraction Device**, cost $50 each, quantity: 44. The Non-Reloadable Distraction Device® unit incorporates an M201A1 type fuze with hex design gun steel body. This is a compact version of the 8933 Low Roll® body Distraction Device is the newest version of the first reusable non-bursting canister that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output. https://www.defense-technology.com/product/low-roll-12-gram-non-reloadable-distraction-device/	
Purpose: The diversionary device is designed to temporarily incapacitate an individual through sound and light.	
Authorized Use: The device is utilized in situations where it is necessary to gain a tactical advantage or provide a distraction, to overcome a situation where the threat of violence or danger exceeds the capabilities of standard Office of the Sheriff equipment. Examples are a hostage or barricaded subject incident and a high-risk warrant where there may be extreme hazards to personnel.	
Fiscal Impact: They will be purchased as needed to replenish existing supply as they are used during deployments and training.	
Training: All members of the SWAT team who have completed an 80-hour POST-certified Special Weapons and Tactics Course and personnel who have attended a course for diversionary devices are authorized for use. All SWAT team members receive refresher training from personnel who have attended an instructor course for diversionary devices.	
Legal and Procedural Rules: It is the policy of the Sheriff's Office to utilize noise flash diversionary devices (NFDD) only for official law enforcement or training purposes and pursuant to applicable law.	
Additional Information: None.	

Equipment Name / Category: Tear gas and pepper balls – Government Code §7070(c)(12)	
Quantity Owned: See description below	**Lifespan:** 5 years
Manufacturers Product Description(s):	

DEFENSE TECHNOLOGY Spede-Heat CS Grenade, cost approx. $20 each, quantity: 21. The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent. https://www.defense-technology.com/product/spede-heat-continuous-discharge-chemical-grenade-cs/

DEFENSE TECHNOLOGY Riot Control CS Grenade, cost approx. $25, quantity: 83. The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.35 in. and holds approximately 2.7 oz. of active agent. https://www.defense-technology.com/product/riot-control-continuous-discharge-grenade-cs/

DEFENSE TECHNOLOGY Instantaneous Blast OC Grenade, cost approx. $20, quantity: 91. The Instantaneous Blast OC Grenade is designed for indoor or outdoor use; this grenade's powder is expelled upon initiation of a small internal detonator that has sufficient force to split the canister at six machined groves on the outside surface. This device is well suited for affecting numerous subjects grouped within a contained portion of a prison yard or area, using wind to the advantage. This 6.12 in. by 2.62 in. grenade will deliver approximately 1.5 oz. of active agent. https://www.defense-technology.com/product/instantaneous-blast-oc-grenade/

DEFENSE TECHNOLOGY Flameless Tri-Chamber Grenade, cost approx. $35, quantity: 9. The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. https://www.defense-technology.com/product/flameless-tri-chamber-cs-grenade/

DEFENSE TECHNOLOGY Triple-Chaser CS grenade, cost approx. $33, quantity: 40. The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an

approximate burn time of 20-30 seconds. https://www.defense-technology.com/product/triple-chaser-separating-canister-cs/

DEFENSE TECHNOLOGY Stinger CS rubber ball grenade, cost approx. $43, quantity: 50. The Stinger® CS Rubber Ball Grenade is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and CS. The Stinger® Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger® Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius. https://www.defense-technology.com/product/stinger-cs-rubber-ball-grenade/

DEFENSE TECHNOLOGY Stinger OC rubber ball grenade, cost approx. $40.50, quantity: 26. The Stinger® OC Grenade is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and OC. The Stinger Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls and chemical agent in a 50-foot radius. https://www.defense-technology.com/product/stinger-rubber-ball-grenade-oc/

DEFENSE TECHNOLOGY 32 Caliber rubber ball grenade, cost approx. $40.50, quantity: 7. The Stinger Rubber Ball Grenade s a maximum effect device that delivers three stimuli for psychological and physiological effects: rubber pellets, light, and sound. The Stinger Rubber Ball Grenade has an initial 1.5 second delay tat initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the runner balls in a 50 foot radius. https://www.defense-technology.com/product/stinger-32-caliber-rubber-ball-grenade/

DEFENSE TECHNOLOGY Inert rubber ball grenade, cost approx. $36, quantity: 113. The Inert Rubber Blast Ball Grenade can be used effectively in both training and crowd management situations. It simulates the dispersion of Riot Control Agents from a CS, CN, or OC Blast Ball in a training environment, but without the actual chemical exposure. Deployed in crowd management /custodial situations to deliver light/sound stimuli from a rubber ball style grenade without chemical agent exposure https://www.defense-technology.com/product/rubber-ball-blast-grenade-inert/

DEFENSE TECHNOLOGY Military-style SAF-Smoke grenade (White), cost approx. $26, quantity: 21. The Saf-Smoke™ Grenade was designed for training, but may also be used in operations. The Saf-Smoke Grenade offers the same approximate burn times as the Spede-Heat™ Grenade in CN or CS and the Riot Control Grenade in CN or CS. The similar burn times may make it the appropriate choice for training or simulation deployment of chemical agent canisters. The Saf-Smoke formulation is considered to be less toxic than Hexachloroethane (HC) smoke. The Saf-Smoke Grenade emits a very white smoke. https://www.defense-technology.com/product/military-style-saf-smoke-grenade/

DEFENSE TECHNOLOGY Military-style Green smoke grenade, cost approx. $37, quantity: 21. The Maximum Smoke Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 30-40 seconds through four gas ports located on the top of the canister.

This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable colored smoke grenade is 6.0 in. by 2.35 in. and holds approximately 2.9 oz. of active agent. https://www.defense-technology.com/product/military-style-green-smoke-grenade/

DEFENSE TECHNOLOGY CS Powder 40mm Ferret, cost approx. $20, quantity: 43. The ferret 40mm round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside the structure or vehicle. Defense Technology no longer makes this type of ferret.

DEFENSE TECHNOLOGY CS Barricade Penetrating 40mm Ferret, cost approx. $20, quantity: 20. The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle. https://www.defense-technology.com/product/ferret-40-mm-powder-barricade-round-cs/

DEFENSE TECHNOLOGY Liquid CS 40mm Ferret, cost approx. $20, quantity: 12. The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. https://www.defense-technology.com/product/ferret-40-mm-liquid-barricade-penetrator-round-cs/

DEFENSE TECHNOLOGY Skat Shell 40mm CS round, approx. cost: $40 each, quantity: 67. The Skat Shell 40mm CS projectile is designed to deliver multiple CS canisters from a 40mm launcher. It is widely used as a crowd control management tool for the rapid and broad deployment of a chemical agent by a single grenadier.https://defense-technology.com/product/skat-shell-40-mm-projectile-round-cs/

Defense Technology Spede-Heat 40mm Long-Range CN round, approx. cost: $35, quantity: 4. The Spede-Heat 40mm Long-Range CN round is designed to deliver CN chemical agents from a 40mm launcher during crowd control management. https://defense-technology.com/wp-content

COMBINED TACTICAL SYSTEMS 5210 White Smoke Grenade, cost $40.90, quantity 1. Pyrotechnic smoke grenade used for concealment or as a signaling device. https://www.combinedsystems.com/product/5210-white-smoke-canister-grenade/

COMBINED TACTICAL SYSTEMS 5230 Jet Lite CS Grenade, cost $40.90, quantity 8. A large diameter burning grenade designed to discharge a high volume of smoke and chemical agent rapidly through multiple emission ports. The smoke composition is formulated to burn rapidly decreasing the possibility that the grenade can be picked up and thrown back at crowd management officers. The Jet-Lite should not be deployed on

rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. https://www.combinedsystems.com/product/5230jl-cs-baffled-canister-grenade-pyro-low-flame-potential-copy/ **COMBINED TACTICAL SYSTEMS 5430 Flameless CS Grenade**, cost $40.90, quantity 6. Large diameter flameless grenade posing no risk of fire and discharging a large powder payload instantaneously through multiple emission ports. Provides best results when used indoors. https://www.combinedsystems.com/product/5430-cs-flameless-expulsion-canister-grenade/
Purpose: The chemical irritant causes discomfort and encourages subjects to retreat from its vicinity so officers can safely resolve a critical incident, such as a situation involving a barricaded subject.
Authorized Use: Only personnel who have received training by an instructor who has attended a POST chemical agent or less lethal instructor course may use.
Fiscal Impact: Munitions will be purchased as needed to replenish existing supply as they are used during deployments and training.
Training: All operators will receive training by an instructor who has attended a POST certified chemical agent instructor or less lethal course.
Legal and Procedural Rules: Use is established under General Policy 1.06.24, 1.06.60, 1.06.61, and 1.07.32, as well as applicable law.
Additional Information: The Mutual Aid Mobile Field Force (MAMFF) has additional munitions in its inventory that have expired and are only for training purposes.

Equipment Name / Category: Long Range Acoustic Device (LRAD) – Government Code §7070(c)(13)	
Quantity Owned: 3	**Lifespan:** 25 years
Manufacturers Product Description(s): **LRAD 100x**, cost approx. $15,000, quantity: 3. The LRAD 100X is a self-contained, portable communication system for on-scene and tactical communication. With unparalleled vocal clarity and up to 30db louder than bullhorns, megaphones, and vehicle P.A. systems, the LRAD 100X is also four to six times louder than other acoustic hailers of comparable size and weight. LRAD's optimized driver and waveguide technology ensures every message is clearly broadcast, heard and understood, even above engine, crowd, siren, and background noise. The LRAD warning tone commands attention to the voice messages that follow and provides a safer alternative to non-lethal and kinetic measures for changing behavior. https://genasys.com/wp-content/uploads/Datasheet_LRAD_100X_2021_QR.pdf	
Purpose: To safely communicate critical announcements and de-escalate critical incidents by ensuring communications are clear and effectively delivered. They are typically used by the Office of the Sheriff during high-risk search/arrest warrant service and barricaded subject incidents but can be used in other situations as needed when it is necessary to ensure information and messages are clearly communicated. The LRAD may also be used to issue a warning tone.	
Authorized Use: The LRAD shall only be used by personnel trained in its deployment and used in a manner consistent with that training.	
Fiscal Impact: Annual maintenance cost of approximately $400.	

Training: All operators will receive Sheriff's Office approved training prior to operating any of the LRADs in the field.
Legal and Procedural Rules: It is the policy of the Sheriff's Office to utilize the LRAD only for official law enforcement or training purposes and pursuant to applicable law.
Additional Information: None.

Equipment Name / Category: 40mm projectile launchers and munitions – Government Code §7070(c)(14)	
Quantity Owned: See product description	**Lifespan:** 15 years
Manufacturers Product Description(s): **PENN ARMS GL6-40**, approx. cost $1500, quantity: 3. A 40MM spring-advance magazine drum launcher with a six-shot capacity and a rifled barrel and six-inch cylinder. https://www.combinedsystems.com/product/l640-1-40mm-spring-wound/ **DEFENSE TECHNOLOGY 4 SHOT 40mm launcher**, approx. cost $1500, quantity: 2. Designed for riot and tactical situation, the Defense Technology 1440 40mm Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher. https://www.defense-technology.com/product/40mm-tactical-4-shot-launcher/ **DEFENSE TECHNOLOGY 40mm single shot launcher**, approx. cost $900, quantity: 59. Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems. https://www.defense-technology.com/product/40mm-lmt-tactical-single-launcher-expandable-stock/ **PEPPERBALL A200**, approx. cost: $250, quantity: 7. Discontinued PepperBall A200 is a non-lethal carbine launcher. https://pepperball.com/launchers/ftc-1/ **PEPPERBALL Tac 700 pepperball launcher**, approx. cost $400, quantity: 3. Discontinued PepperBall Tac 700 is a high-capacity shoulder mounted non-lethal launcher. https://pepperball.com/launchers/ftc-1/ **PEPPERBALL FTC Pro pepperball launcher**, approx. cost $700, quantity: 6. Redesigned for 2024, the FTC PRO™ is a high-capacity, semi-automatic launcher that is the gold standard non-lethal option for corrections, crowd management and mobile field force. Reliable and accurate, it features a newly designed 160 round hopper. https://pepperball.com/launchers/ftc-pro/ **FN 303 Launcher**, approx. cost $1,300, quantity: 4. The FN 303 Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303 Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining. https://fnamerica.com/products/discontinued-products/fn-303-launcher/	

DEFENSE TECHNOLOGY eXact impact 40mm sponge round, cost $18 each, quantity: 484. The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications. https://www.defense-technology.com/product/exact-impact-40-mm-standard-range-sponge-round/

DEFENSE TECHNOLOGY Direct impact 40mm marking crushable foam round, cost $18 each, quantity: 131. A 40mm sponge round that is a point-of-aim, point-of-impact direct-fire round. The direct impact round has a green marking agent that can be used to indicate the aggressor in a crowd or riot situation to the team on the ground. https://www.defense-technology.com/product/direct-impact-40-mm-marking-crushable-foam-round/

DEFENSE TECHNOLOGY Direct impact 40mm OC crushable foam round, approx. cost: $18, quantity: 201, A 40mm sponge round that is point-of-aim, point-of-impact direct-fire round. The orange roundis for OC powder. The direct impact combines blunt trauma with the effects OC powder, maximizing the potential for incapacitation. https://defense-technology.com/product/direct-impact-40-mm-oc-crushable-foam-round/

DEFENSE TECHNOLOGY Stinger 40mm 60-caliber rubber balls, cost $19 each, quantity: 221. The Stinger® 40 mm 60-Caliber Round is most widely used as a crowd management tool by Law Enforcement and Corrections. The round contains approximately eighteen 60-Caliber rubber balls. It utilizes smokeless powder as the propellant and has more consistent velocities and tighter patterns compared to its 37 mm counterpart. It is suitable for administering a means of pain compliance over a greater distance than its 32-Caliber Stinger® counterpart. Used for routing crowds or groups that are mildly resistive. https://www.defense-technology.com/product/stinger-40-mm-60-caliber-rubber-balls-round/

DEFENSE TECHNOLOGY 40mm Bean Bag round, approx. cost $25, quantity: 4. The 40mm bean bag round is most widely used as a crowd management tool by Law Enforcement. It utilizes smokeless powder as the propellant and contains one silica sand-filled bag. https://defense-technology.com/product/bean-bag-round-40mm/

DEFENSE TECHNOLOGY Drag Stabilized 12-gauge bean bag round, cost $5.50 each, quantity: 47. The Drag Stabilized 12-gauge round is a translucent 12-gauge shell loaded with a 40-gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The 12-Gauge Drag Stabilized Round has secured its place as the Law Enforcement Communities' number one choice for specialty impact munitions. This round has a velocity of 270 fps with a maximum effective range of 75 feet. https://www.defense-technology.com/product/drag-stabilized-12-gauge-bean-bag-round/

PEPPERBALL PAVA ammunition, approx. cost: $2.25 per round, quantity: 1180. .68 caliber A powerful concentration of 5% PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in more than 2 classic PepperBall LIVE™ rounds. Excellent for direct impact, area saturation and crowd control. https://pepperball.com/projectiles/live-x/

PEPPERBALL Inert ammunition, approx. cost: $2.25 per round, quantity: 750. Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when PAVA exposure is not desired. https://pepperball.com/projectiles/pepperball-inert/ **FN 303 clear projectile**, approx. cost $5 per round, quantity: 45. This projectile is intended for training-point specific impact or suspect distraction. https://fnamerica.com/products/less-lethal/projectiles/?referrer=law-enforcement **FN 303 PAVA/OC Powder projectile**, approx. cost $5 per round, quantity: 336. This projectile is intended as an irritant for individual suspects, point-specific targets or small-area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment, and clean-up. https://fnamerica.com/products/less-lethal/projectiles/?referrer=law-enforcement
Purpose: The 40mm and less lethal launchers are a necessary de-escalation tool which can reasonably result in use of a lesser level of force being used against a subject. Less lethal munitions may also be deployed when other levels of force are not proportional or are inappropriate because of the surroundings or situation. The goal of less lethal deployment is to exert control over a subject(s) with increased safety and with a lower potential for injury.
Authorized Use: Personnel trained in its proper use for law enforcement purposes.
Fiscal Impact: Each type of munition will be purchased as needed to replenish existing supply as they are used during deployments and training.
Training: All operators will receive training by an instructor who has attended a POST certified less lethal course.
Legal and Procedural Rules: Use is established under General Policy 1.06.24, 1.06.60, 1.06.61, and 1.07.32, as well as applicable law.
Additional Information: The Defense Technology 40mm chemical agent rounds are listed in the inventory for Government Code §7070(c)(12) equipment. The Mutual Aid Mobile Field Force (MAMFF) has additional Stinger rounds, 40mm bean bag rounds, and 12-gauge bean bag rounds which are all expired and are being disposed of.

ORDINANCE NO. 2022-29

AN ORDINANCE ADOPTING AND APPROVING A MILITARY EQUIPMENT USE POLICY FOR THE CONTRA COSTA COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Purpose and Recitals.

A. On September 30, 2021, Governor Gavin Newson signed into law Assembly Bill 481, effective January 1, 2022, relating to the use of qualifying military equipment, as defined, by law enforcement agencies;

B. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the governing body, by an ordinance adopting a military equipment use policy, at a regular public meeting, before taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in Government Code section 7070;

C. Assembly Bill 481 allows the governing body of a county to approve the funding, acquisition, or use of military equipment within its jurisdiction if it makes certain determinations; and

D. The proposed military equipment use policy, titled "Government Code § 7070 Defined Equipment," is located in the Contra Costa County Office of the Sheriff Policy and Procedures Manual as Policy No. 1.07.30 ("Policy").

Section 2. Findings and Adoption of Policy.

(a) The Contra Costa Office of the Sheriff published the Policy on its website for at least 30 days prior to the public meeting concerning the military equipment at issue.

(b) The military equipment inventoried and presented to the Board of Supervisors is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(c) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(d) Purchased equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(e) Prior military equipment use complied with the applicable equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(f) The Policy was considered by the Board of Supervisors as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act.

(g) Pursuant to Assembly Bill 481 and Government Code sections 7070-7075, the Board of Supervisors approves the use of and hereby adopts the Policy, and finds that it satisfies the requirements of Government Code section 7070(d).

(h) The Policy shall be publicly available on the Sheriff's Office website for as long as the military equipment is available for use.

Section 3. Reports.

Within one year of approval of the Policy, and annually thereafter as long as the military equipment is available for use, the Sheriff's Office shall submit a military equipment report to the Board of Supervisors, containing the information required in Government Code section 7072.

Section 4. Annual Review and Meeting.

The Board of Supervisors shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code section 7071(e)(1)-(2).

Section 5. Severability.

If any provision of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, it is the intent of the Board of Supervisors that such invalid provision(s) be severed from the remaining provisions of this ordinance.

Section 6. Effective Date.

This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the East Bay Times, a newspaper published in this County.

PASSED ON 08-02-2022 by the following vote:

AYES: John Gioia, Candace Andersen, Diane Burgis, Karen Mitchoff, Federal Glover
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST: July 26 2022

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

By: June McHuen, Deputy Clerk

Karen Mitchoff Board Chair

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-3623 **Agenda Date:** 8/25/2026 **Agenda #:** C.116.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: ACCEPT the Treasurer's Quarterly Investment Report as of June 30, 2026, as recommended by the County Treasurer-Tax Collector.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the Treasurer's Quarterly Investment Report as of June 30, 2026, as recommended by the County Treasurer-Tax Collector.

FISCAL IMPACT:

None.

BACKGROUND:

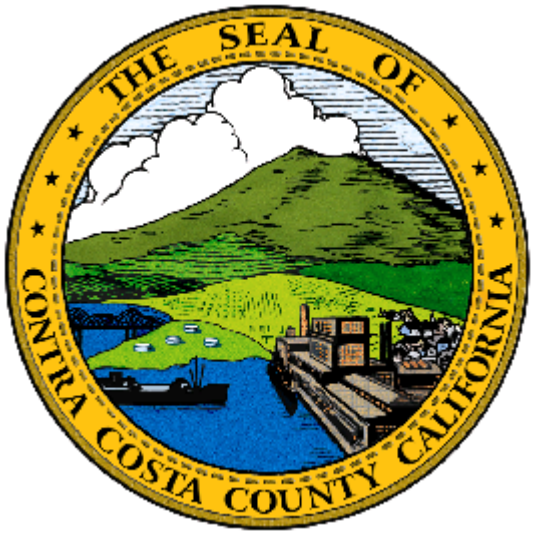
Government Code Section 53646 requires the County Treasurer to prepare quarterly reports to the Board of Supervisors describing County investments including type, par value, cost, and market value. Attached please find the report covering the period April 1, 2026 through June 30, 2026.

As of June 30, 2026, the par value, cost, and market value of Contra Costa County Investment Pool were $6,986,872,542.52, $6,966,176,936.64, and $6,952,944,356.65 respectively. The weighted yield to maturity was 3.91% and the weighted average days to maturity were 343 days.

As of June 30, 2026, the Treasurer's investment portfolio was in compliance with Government Code 53600 et. seq., and with the Treasurer's current investment policy. It had no securities lending, reverse repurchase agreements or derivative. Historical activities combined with future cash flow projections indicate that the County should be able to meet its cash flow needs for the next six months.

CONSEQUENCE OF NEGATIVE ACTION:

NA



CONTRA COSTA COUNTY

TREASURER'S QUARTERLY INVESTMENT REPORT

AS OF JUNE 30, 2026

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EXECUTIVE SUMMARY

- The Treasurer's investment portfolio is in compliance with Government Code 53600 et. seq..

- The Treasurer's investment portfolio is in compliance with the Treasurer's current investment policy.

- The Treasurer's investment portfolio has no securities lending, reverse repurchase agreements or derivatives.

- As of 6/30/26, the fair value of the Treasurer's investment portfolio was 99.81% of the cost. More than 77 percent of the portfolio or over $5.4 billion will mature in less than a year. Historical activities combined with future cash flow projections indicate that the County should be able to meet its cash flow needs for the next six months.

- Treasurer's Investment Portfolio Characteristics

Par	$6,986,872,542.52
Cost	$6,966,176,936.64
Market Value[i]	$6,952,944,356.65
Weighted Yield to Maturity	3.91%
Weighted Average Days to Maturity	343 days
Weighted Duration	0.85 year

Notes:

1. All reporting information is unaudited but due diligence was utilized in its preparation. The information in this report may be updated and is subject to change without notice. Changes will be reflected in the next report.
2. There may be minor differences between the investment pool summary pages and the attached statements and exhibits from time to time. The variances are largely due to rounding errors, the timing difference in recording and/or posting transactions, interests, security values, etc.
3. All securities and amounts reported are denominated in U.S. Dollars.

[i] A rising rate market will produce unrealized losses in a fixed income portfolio. Mark-to-market losses in bond holdings are not realized losses, bonds are expected to mature at par. The opposite is true for a declining rate market.

CONTRA COSTA COUNTY INVESTMENT POOL
June 30, 2026

TYPE	PAR VALUE	COST	FAIR VALUE [5]	PERCENT OF TOTAL COST
A. Investments Managed by Treasurer's Office				
1. U.S. Treasuries (STRIPS, Bills, Notes)	$170,110,000.00	$169,384,742.03	$169,380,418.50	2.43%
2. U.S. Agencies				
Federal Home Loan Banks	516,835,000.00	514,943,735.28	513,141,441.75	7.39%
Federal National Mortgage Association	325,000,000.00	324,388,856.47	321,842,680.00	4.66%
Federal Farm Credit Banks	545,970,000.00	545,275,433.39	543,350,147.31	7.83%
Federal Home Loan Mortgage Corporation	125,000,000.00	124,857,543.39	123,615,610.00	1.79%
Subtotal	1,512,805,000.00	1,509,465,568.53	1,501,949,879.06	21.67%
3. Supranationals - International Government	701,107,000.00	699,029,729.56	695,753,982.49	10.03%
4. Money Market Instruments				
Commercial Paper	1,929,670,000.00	1,917,080,990.33	1,915,916,655.48	27.52%
Negotiable Certificates of Deposit	1,655,000,000.00	1,655,000,000.00	1,654,896,060.00	23.76%
Time Deposit	0.00	0.00	0.00	0.00%
Subtotal	3,584,670,000.00	3,572,080,990.33	3,570,812,715.48	51.28%
5. Corporate Notes	166,687,000.00	165,101,624.37	163,887,725.79	2.37%
TOTAL (Section A.)[1]	6,135,379,000.00	6,115,062,654.82	6,101,784,721.32	87.78%
B. Investments Managed by Outside Contractors				
1. PFM	88,140,795.36	87,853,050.27	87,571,908.20	1.26%
2. Local Agency Investment Fund (LAIF) [3]	190,756,496.98	190,756,496.98	190,756,496.98	2.74%
3. Allspring Global Investments	44,068,018.03	43,976,502.42	44,302,998.00 [2]	0.63%
4. CAMP[3]	356,060,476.37	356,060,476.37	356,060,476.37	5.11%
5. CalTRUST (Liquidity Fund)[3]	100,000,000.00	100,000,000.00	100,000,000.00	1.44%
6. US Bank (Federated Tax Free Cash Fund) [3]	25,554,362.68	25,554,362.68	25,554,362.68	0.37%
7. Other				
a. EBRCS Bond[3],[6]	228,788.67	228,788.67	228,788.67	0.00%
TOTAL (Section B.)	804,808,938.09	804,429,677.39	804,475,030.90	11.55%
C. Cash[3]	46,684,604.43	46,684,604.43	46,684,604.43	0.67%
[4]GRAND TOTAL (FOR A , B, & C)	$6,986,872,542.52	$6,966,176,936.64	$6,952,944,356.65	100.00%

Notes:

1. Excludes funds managed by PFM retained by Contra Costa School Insurance Group and Community College District.

2. Base Market Value plus Accrued Interest.

3. Par Value, Cost, and Fair Value reflect the account ending balance as of the quarter end.

4. Does not include the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority.

5. A rising rate market will produce unrealized losses in a fixed income portfolio. Mark-to-market losses in bond holdings are not realized losses, bonds are expected to mature at par. The opposite is true for a declining rate market.

6. East Bay Regional Communications System Authority Revenue Bond 2011 Series B maturing on June 1st 2027.

CONTRA COSTA COUNTY INVESTMENT POOL

June 30, 2026

CONTRA COSTA COUNTY INVESTMENT POOL - EARNING STATISTICS

	Fiscal Year To Date	Quarter To Date
Average Daily Balance ($)	6,747,112,477.54	7,360,660,439.21
Interest Earnings ($)[1]	264,353,273.25	70,611,477.87
Earned Income Yield	3.86%	3.80%

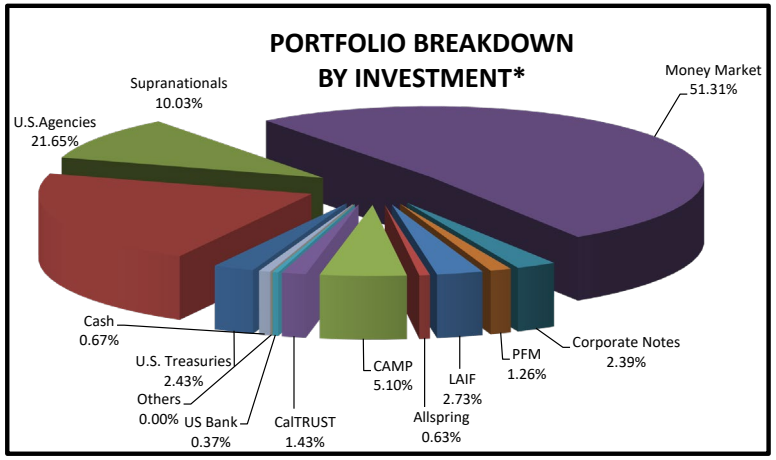
CONTRA COSTA COUNTY INVESTMENT POOL - PORTFOLIO STATISTICS

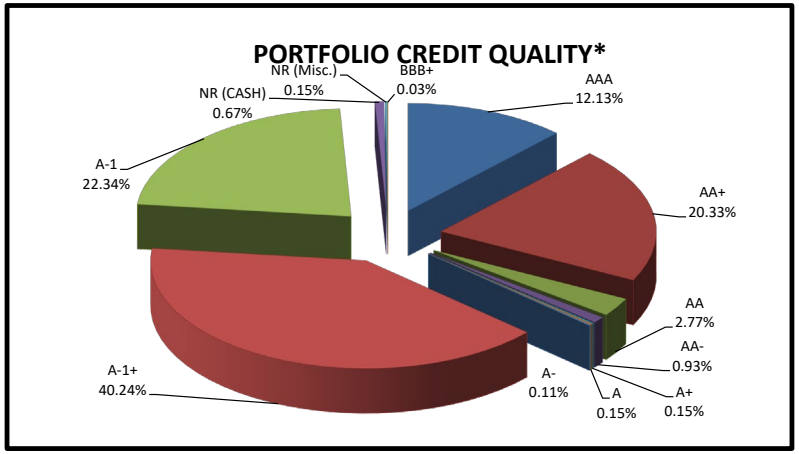
Investment Type	Par Value ($)	Fair Value ($)	YTM (%)		WAM (days)	Percentage of Portfolio
U.S. Treasury	170,110,000.00	169,380,418.50	3.87		42	2.44%
Agencies	1,512,805,000.00	1,501,949,879.06	4.00		981	21.60%
Commercial Paper	1,929,670,000.00	1,915,916,655.48	3.88		61	27.56%
NCD/YCD	1,655,000,000.00	1,654,896,060.00	3.93		78	23.80%
Corporate Notes	166,687,000.00	163,887,725.79	4.08		881	2.36%
Time Deposit	-	-	0.00		0	0.00%
Supranationals	701,107,000.00	695,753,982.49	3.89		593	10.01%
PFM	88,140,795.36	87,571,908.20	4.14		848	1.26%
LAIF	190,756,496.98	190,756,496.98	3.81	[4]	1	2.74%
CAMP	356,060,476.37	356,060,476.37	3.77	[5]	0	5.12%
CalTRUST (Liquidity)	100,000,000.00	100,000,000.00	3.74	[6]	0	1.44%
Allspring Global Investments	44,068,018.03	44,302,998.00	3.92		401	0.64%
US Bank (Federated Tax Free)	25,554,362.68	25,554,362.68	2.52		0	0.37%
Misc.[7]	228,788.67	228,788.67	N/A		N/A	0.00%
Cash	46,684,604.43	46,684,604.43	4.00	[2]	0	0.67%
Total Fund[3]	**6,986,872,542.52**	**6,952,944,356.65**	**3.91**		**343**	**100.00%**

1. The sum of the investment interest earnings from the following portfolios: investment pool managed by Treasury Staff, PFM, CAMP, LAIF, CalTRUST, Allspring, and US Bank.
2. Average Earning Allowance of WFB for this quarter.
3. Excludes the Futuris Public Entity Trust of the CCCCD Retirment Board of Authority.
4. PMIA Quarter to Date yield.
5. Distribution Yield as of the quarter end.
6. 30 Day SEC Yield as of the quarter end.
7. East Bay Regional Communications System Authority.

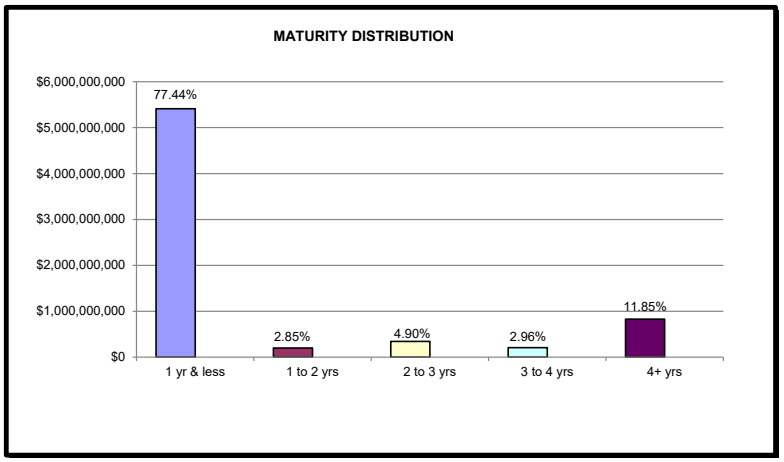
CONTRA COSTA COUNTY
INVESTMENT POOL
AT A GLANCE

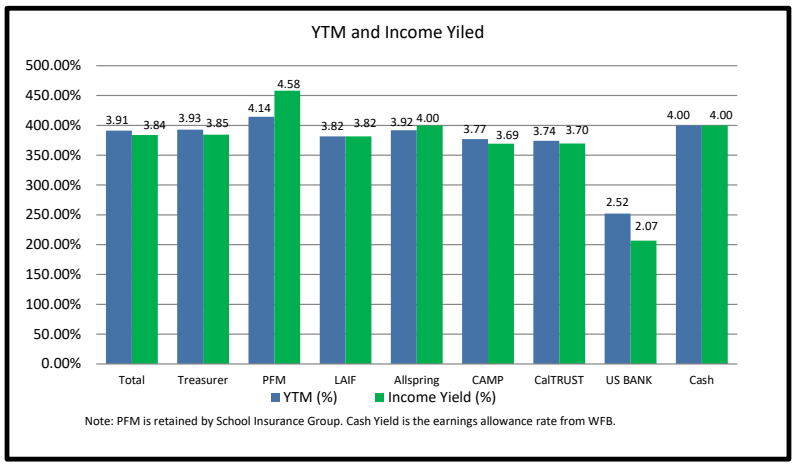
June 30, 2026





*% is calcuated based on the par value of the investments



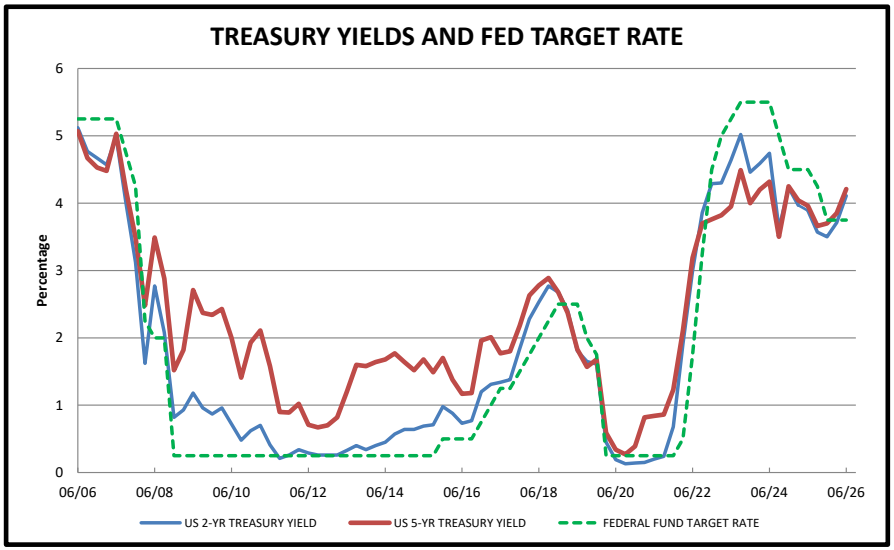


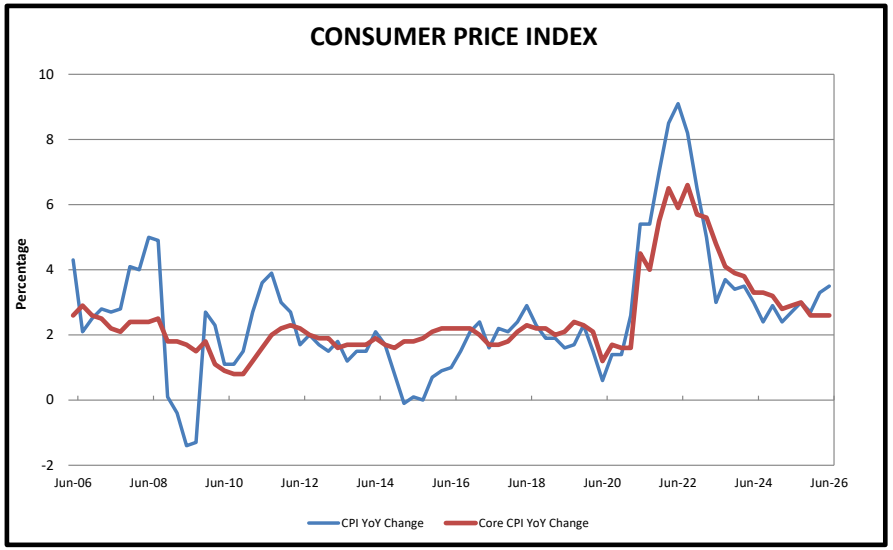
NOTES TO INVESTMENT PORTFOLIO SUMMARY AND AT A GLANCE:

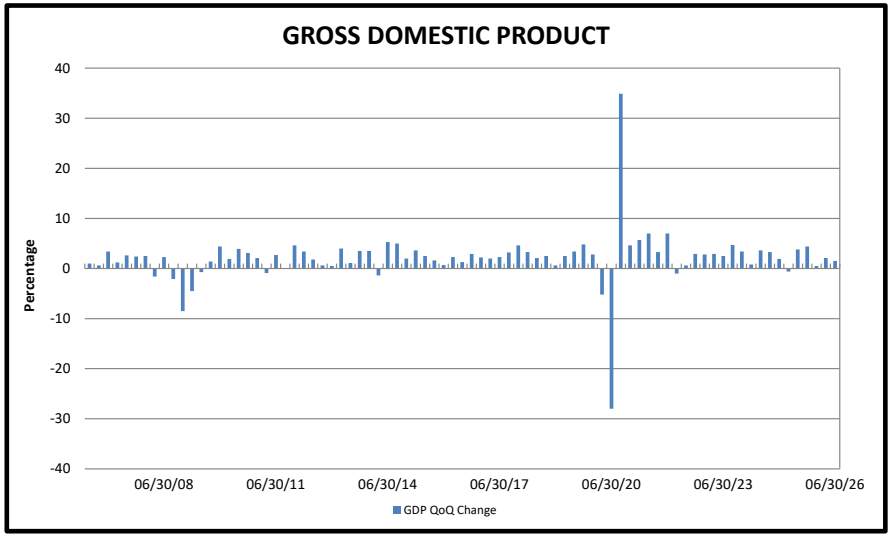
1. All report information is unaudited but due diligence was utilized in its preparation. Information in the entire report is obtained at time of preparation hence may be amended after publishing and is subject to change without notice. Changes will be reflected in the next report.
2. There may be slight differences between the portfolio summary/at a glace pages and the attached statements from time to time. The variances are largely due to rounding, the timing difference in recording and/or posting transactions, inerestes, security values, etc.
3. All securities and amounts included in the portfolio are denominated in United States Dollars.
4. The Contra Costa County investment portfolio maintains Standard & Poor's highest credit quality rating of AAAf and lowest volatility of S1+. The portfolio consists of a large portion of short-term investments with credit rating of A-1/P-1 or better. The majority of the long-term investments in the portfolio are rated AA or better.
5. In accordance with Contra Costa County's Investment Policy, the Treasurer's Office has constructed a portfolio that safeguards the principal, meets the liquidity needs, and achieves a return. As a result, more than 77% of the portfolio will mature in less than a year with a weighted average maturity of 343 days.

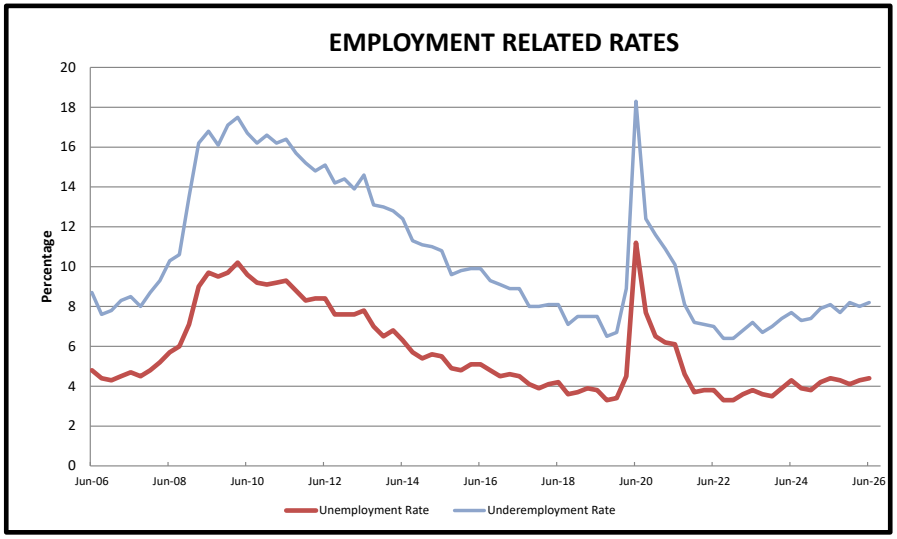
MAJOR MARKET AND ECONOMIC DATA

AS OF JUNE 30, 2026









Note:
*All data provided by Bloomberg.

SECTION III

APPENDIX

A. INVESTMENT PORTFOLIO DETAIL - MANAGED BY TREASURER'S OFFICE

Notes:

1. Statements are generated by the SymPro Treasury Management Software system beginning first quarter of calendar year 2022.
2. Market pricing data are obtained from Interactive Data Corporation/ICE.

Investment Portfolio -Treasury
Portfolio Management
Portfolio Details - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Time Deposits												
		Subtotal and Average	**910.72**									
Negotiable CDs												
05593DNR0	92518	BNP PARIBAS NY - YCD		04/08/2026	40,000,000.00	40,000,000.00	40,000,000.00	3.810	A-1	3.863	8	07/09/2026
89115DZZ2	92531	TORONTO DOM NY - YCD		04/10/2026	25,000,000.00	25,001,575.00	25,000,000.00	3.840	A-1	3.893	20	07/21/2026
89115M7B6	92536	TORONTO DOM NY - YCD		04/14/2026	25,000,000.00	25,001,900.00	25,000,000.00	3.850	A-1	3.903	22	07/23/2026
05593DNK5	92505	BNP PARIBAS NY - YCD		03/30/2026	50,000,000.00	50,000,000.00	50,000,000.00	3.900	A-1	3.954	26	07/27/2026
87019W2Q7	92401	SWEDBANK NY - YCD		01/26/2026	45,000,000.00	44,999,685.00	45,000,000.00	3.730	A-1+	3.782	26	07/27/2026
05593DNG4	92497	BNP PARIBAS NY - YCD		03/26/2026	50,000,000.00	50,000,000.00	50,000,000.00	3.900	A-1	3.954	27	07/28/2026
05593DNH2	92498	BNP PARIBAS NY - YCD		03/26/2026	50,000,000.00	50,000,000.00	50,000,000.00	3.900	A-1	3.954	28	07/29/2026
89115M6J0	92490	TORONTO DOM NY - YCD		03/24/2026	50,000,000.00	50,006,250.00	50,000,000.00	3.890	A-1	3.944	29	07/30/2026
89115MAP1	92550	TORONTO DOM NY - YCD		04/15/2026	25,000,000.00	25,001,250.00	25,000,000.00	3.820	A-1	3.873	35	08/05/2026
05593DNM1	92510	BNP PARIBAS NY - YCD		04/01/2026	50,000,000.00	50,000,000.00	50,000,000.00	3.870	A-1	3.924	40	08/10/2026
65558WUQ9	92517	NORDEA BK NY - YCD		04/07/2026	40,000,000.00	40,001,920.00	40,000,000.00	3.860	A-1+	3.914	43	08/13/2026
89115M7F7	92537	TORONTO DOM NY - YCD		04/14/2026	25,000,000.00	25,000,950.00	25,000,000.00	3.880	A-1	3.934	47	08/17/2026
65558WVA3	92542	NORDEA BK NY - YCD		04/14/2026	25,000,000.00	24,999,850.00	25,000,000.00	3.830	A-1+	3.883	48	08/18/2026
65558WVB1	92543	NORDEA BK NY - YCD		04/14/2026	25,000,000.00	24,999,725.00	25,000,000.00	3.830	A-1+	3.883	49	08/19/2026
65558WVC9	92544	NORDEA BK NY - YCD		04/14/2026	25,000,000.00	24,999,075.00	25,000,000.00	3.830	A-1+	3.883	54	08/24/2026
65558WVD7	92545	NORDEA BK NY - YCD		04/14/2026	25,000,000.00	24,998,775.00	25,000,000.00	3.830	A-1+	3.883	56	08/26/2026
89115M5B8	92514	TORONTO DOM NY - YCD		04/06/2026	50,000,000.00	49,996,600.00	50,000,000.00	3.880	A-1	3.934	57	08/27/2026
87019W4J1	92528	SWEDBANK NY - YCD		04/09/2026	50,000,000.00	49,999,900.00	50,000,000.00	3.900	A-1+	3.954	62	09/01/2026
87019W4H5	92527	SWEDBANK NY - YCD		04/09/2026	50,000,000.00	50,000,050.00	50,000,000.00	3.900	A-1+	3.954	64	09/03/2026
65558WUW6	92524	NORDEA BK NY - YCD		04/09/2026	50,000,000.00	50,002,600.00	50,000,000.00	3.880	A-1+	3.934	71	09/10/2026
78015J2V8	92478	RBC NY - YCD		03/17/2026	30,000,000.00	30,003,030.00	30,000,000.00	3.920	A-1+	3.974	72	09/11/2026
65558WVN5	92560	NORDEA BK NY - YCD		04/22/2026	25,000,000.00	25,001,475.00	25,000,000.00	3.870	A-1+	3.924	75	09/14/2026
89115M4G8	92572	TORONTO DOM NY - YCD		04/28/2026	40,000,000.00	39,992,760.00	40,000,000.00	3.860	A-1	3.914	77	09/16/2026
65558WVU9	92573	NORDEA BK NY - YCD		04/28/2026	40,000,000.00	40,001,560.00	40,000,000.00	3.850	A-1+	3.903	79	09/18/2026
65558WVV7	92574	NORDEA BK NY - YCD		04/28/2026	40,000,000.00	40,002,080.00	40,000,000.00	3.850	A-1+	3.903	82	09/21/2026
89115M4L7	92575	TORONTO DOM NY - YCD		04/28/2026	40,000,000.00	39,991,640.00	40,000,000.00	3.860	A-1	3.914	83	09/22/2026
89115M5C6	92579	TORONTO DOM NY - YCD		05/04/2026	40,000,000.00	39,988,880.00	40,000,000.00	3.830	A-1	3.883	84	09/23/2026
87019W4V4	92576	SWEDBANK NY - YCD		04/28/2026	40,000,000.00	39,998,120.00	40,000,000.00	3.850	A-1+	3.903	85	09/24/2026
65558WUV8	92525	NORDEA BK NY - YCD		04/09/2026	50,000,000.00	50,007,000.00	50,000,000.00	3.880	A-1+	3.934	89	09/28/2026
65558WUU0	92523	NORDEA BK NY - YCD		04/09/2026	50,000,000.00	50,006,200.00	50,000,000.00	3.880	A-1+	3.934	91	09/30/2026
89115M6U5	92593	TORONTO DOM NY - YCD		05/14/2026	40,000,000.00	39,986,000.00	40,000,000.00	3.830	A-1	3.883	96	10/05/2026
87019W4Z5	92580	SWEDBANK NY - YCD		05/05/2026	25,000,000.00	24,995,450.00	25,000,000.00	3.820	A-1+	3.873	99	10/08/2026
89115M6Y7	92594	TORONTO DOM NY - YCD		05/14/2026	40,000,000.00	39,989,680.00	40,000,000.00	3.830	A-1	3.883	105	10/14/2026
65558WWP9	92602	NORDEA BK NY - YCD		05/20/2026	25,000,000.00	24,995,300.00	25,000,000.00	3.860	A-1+	3.914	119	10/28/2026
65558WWQ7	92606	NORDEA BK NY - YCD		05/21/2026	40,000,000.00	39,991,240.00	40,000,000.00	3.860	A-1+	3.914	121	10/30/2026

Investment Portfolio -Treasury
Portfolio Management
Portfolio Details - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
65558WWJ3	92596	NORDEA BK NY - YCD		05/14/2026	50,000,000.00	49,978,850.00	50,000,000.00	3.860	A-1+	3.914	132	11/10/2026
87019W5H4	92614	SWEDBANK NY - YCD		06/02/2026	35,000,000.00	34,983,900.00	35,000,000.00	3.830	A-1+	3.883	132	11/10/2026
87019W5G6	92607	SWEDBANK NY - YCD		05/22/2026	50,000,000.00	49,987,700.00	50,000,000.00	3.900	A-1+	3.954	134	11/12/2026
89115MAD8	92635	TORONTO DOM NY - YCD		06/24/2026	50,000,000.00	49,998,500.00	50,000,000.00	4.050	A-1	4.106	147	11/25/2026
87019W5P6	92629	SWEDBANK NY - YCD		06/16/2026	30,000,000.00	29,981,940.00	30,000,000.00	3.860	A-1+	3.914	152	11/30/2026
65558WYC6	92636	NORDEA BK NY - YCD		06/24/2026	50,000,000.00	50,004,450.00	50,000,000.00	4.070	A-1+	4.127	162	12/10/2026
65558WYE2	92637	NORDEA BK NY - YCD		06/26/2026	50,000,000.00	50,000,200.00	50,000,000.00	4.050	A-1+	4.106	162	12/10/2026
		Subtotal and Average	**1,545,500,000.00**		**1,655,000,000.00**	**1,654,896,060.00**	**1,655,000,000.00**			**3.932**	**78**	
Corporate Notes												
59217GER6	86587	MET LIFE GLOB FUND - CORP		01/14/2022	10,000,000.00	9,879,020.00	9,998,033.39	1.875	AA-	1.941	194	01/11/2027
66815L2K4	90393	NORTHWESTERN MUTUAL - CORP		10/17/2022	10,000,000.00	9,997,710.00	9,911,898.98	4.350	AA+	5.186	441	09/15/2027
58989V2J2	91591	MET LIFE GLOB FUND - CORP		10/01/2024	10,000,000.00	9,946,850.00	9,999,333.33	4.000	AA-	4.006	457	10/01/2027
64952WFJ7	91592	NEW YORK LIFE - CORP		10/01/2024	10,000,000.00	9,935,540.00	9,996,250.00	3.900	AA+	3.932	457	10/01/2027
57629TCB1	92400	MASS MUTUAL GLOBAL - CORP		01/23/2026	10,000,000.00	9,857,571.11	9,979,601.19	4.000	AA+	4.090	936	01/22/2029
		Subtotal and Average	**52,548,206.51**		**50,000,000.00**	**49,616,691.11**	**49,885,116.89**			**3.829**	**497**	
Commercial Paper Disc. -Amortizing												
64105HG14	92436	NESTLE CAPITAL - CP		02/20/2026	50,000,000.00	49,834,150.00	50,000,000.00	3.580	A-1+	3.678	0	07/01/2026
62479MG64	92499	MUFG BK LTD - CP		03/26/2026	40,000,000.00	39,975,600.00	39,978,888.89	3.800	A-1	3.895	5	07/06/2026
47816GG78	92508	JOHNSON & JOHNSON - CP		03/31/2026	25,000,000.00	24,982,450.00	24,984,916.67	3.620	A-1+	3.707	6	07/07/2026
59157UGA2	92441	METLIFE ST FDG - CP		02/26/2026	35,000,000.00	34,964,195.00	34,967,975.00	3.660	A-1+	3.762	9	07/10/2026
47816GGD5	92423	JOHNSON & JOHNSON - CP		02/12/2026	50,000,000.00	49,934,650.00	49,940,000.00	3.600	A-1+	3.706	12	07/13/2026
09659CGF9	92529	BNP PARIBAS NY - CP		04/10/2026	25,000,000.00	24,961,900.00	24,963,687.50	3.735	A-1	3.825	14	07/15/2026
09659CGG7	92530	BNP PARIBAS NY - CP		04/10/2026	25,000,000.00	24,959,350.00	24,961,093.75	3.735	A-1	3.825	15	07/16/2026
47816GGH6	92520	JOHNSON & JOHNSON - CP		04/09/2026	25,000,000.00	24,957,175.00	24,959,666.67	3.630	A-1+	3.718	16	07/17/2026
62479MGN7	92532	MUFG BK LTD - CP		04/13/2026	25,000,000.00	24,944,600.00	24,945,166.67	3.760	A-1	3.852	21	07/22/2026
47816GGQ6	92443	JOHNSON & JOHNSON - CP		02/26/2026	50,000,000.00	49,878,550.00	49,884,680.55	3.610	A-1+	3.715	23	07/24/2026
47816GGU7	92452	JOHNSON & JOHNSON - CP		03/12/2026	50,000,000.00	49,857,900.00	49,862,000.00	3.680	A-1+	3.784	27	07/28/2026
47816GGV5	92446	JOHNSON & JOHNSON - CP		03/03/2026	50,000,000.00	49,852,700.00	49,858,444.44	3.640	A-1+	3.747	28	07/29/2026
47816GGV5	92454	JOHNSON & JOHNSON - CP		03/12/2026	50,000,000.00	49,852,700.00	49,856,888.89	3.680	A-1+	3.785	28	07/29/2026
59157UGV6	92444	METLIFE ST FDG - CP		02/27/2026	50,000,000.00	49,847,600.00	49,857,666.67	3.660	A-1+	3.769	28	07/29/2026
62479MGV9	92483	MUFG BK LTD - CP		03/20/2026	30,000,000.00	29,912,730.00	29,910,400.00	3.840	A-1	3.949	28	07/29/2026
47816GGW3	92484	JOHNSON & JOHNSON - CP		03/20/2026	50,000,000.00	49,847,500.00	49,848,555.56	3.760	A-1+	3.866	29	07/30/2026
59157UGW4	92461	METLIFE ST FDG - CP		03/13/2026	50,000,000.00	49,842,100.00	49,850,166.67	3.720	A-1+	3.827	29	07/30/2026
59157UGW4	92477	METLIFE ST FDG - CP		03/17/2026	30,000,000.00	29,905,260.00	29,907,441.67	3.830	A-1+	3.940	29	07/30/2026
89119BGW0	92507	TORONTO DOM - CP		03/30/2026	50,000,000.00	49,846,300.00	49,846,541.67	3.810	A-1	3.913	29	07/30/2026
83369CGX6	92495	SOCIETE GENERALE - CP		03/25/2026	50,000,000.00	49,837,650.00	49,836,250.00	3.930	A-1	4.041	30	07/31/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Commercial Paper Disc. -Amortizing												
89233HH31	92411	TOYOTA MCC - CP		02/05/2026	50,000,000.00	49,823,200.00	49,828,583.33	3.740	A-1+	3.864	33	08/03/2026
59157UH78	92552	METLIFE ST FDG - CP		04/16/2026	25,000,000.00	24,899,625.00	24,902,875.00	3.780	A-1+	3.879	37	08/07/2026
89233HHB3	92424	TOYOTA MCC - CP		02/12/2026	50,000,000.00	49,781,150.00	49,788,166.67	3.720	A-1+	3.843	41	08/11/2026
62479MHC0	92534	MUFG BK LTD - CP		04/13/2026	25,000,000.00	24,890,075.00	24,888,875.00	3.810	A-1	3.913	42	08/12/2026
62479MHL0	92538	MUFG BK LTD - CP		04/14/2026	25,000,000.00	24,781,325.00	24,867,708.33	3.810	A-1	3.916	50	08/20/2026
62479MHM8	92539	MUFG BK LTD - CP		04/14/2026	25,000,000.00	24,865,250.00	24,865,062.50	3.810	A-1	3.917	51	08/21/2026
89233HHR8	92431	TOYOTA MCC - CP		02/17/2026	50,000,000.00	49,707,100.00	49,717,361.11	3.700	A-1+	3.826	55	08/25/2026
59157UHX1	92516	METLIFE ST FDG - CP		04/07/2026	40,000,000.00	39,735,280.00	39,740,411.11	3.830	A-1+	3.944	61	08/31/2026
59157UJ84	92551	METLIFE ST FDG - CP		04/15/2026	29,670,000.00	29,447,682.69	29,453,903.50	3.800	A-1+	3.913	69	09/08/2026
62479MJ95	92555	MUFG BK LTD - CP		04/17/2026	25,000,000.00	24,813,150.00	24,814,548.61	3.815	A-1	3.928	70	09/09/2026
89233HJH8	92457	TOYOTA MCC - CP		03/12/2026	50,000,000.00	49,585,650.00	49,586,166.67	3.820	A-1+	3.952	78	09/17/2026
89233HJR6	92458	TOYOTA MCC - CP		03/12/2026	50,000,000.00	49,543,350.00	49,543,722.22	3.820	A-1+	3.956	86	09/25/2026
89233HJV7	92480	TOYOTA MCC - CP		03/18/2026	50,000,000.00	49,340,400.00	49,520,000.00	3.840	A-1+	3.976	90	09/29/2026
89233HK11	92526	TOYOTA MCC - CP		04/09/2026	50,000,000.00	49,511,000.00	49,506,777.78	3.860	A-1+	3.988	92	10/01/2026
62479MK28	92584	MUFG BK LTD - CP		05/07/2026	25,000,000.00	24,749,925.00	24,754,583.33	3.800	A-1	3.914	93	10/02/2026
09659CK64	92620	BNP PARIBAS NY - CP		06/09/2026	20,000,000.00	19,746,794.44	19,793,605.55	3.830	A-1	3.933	97	10/06/2026
89233HK94	92571	TOYOTA MCC - CP		04/27/2026	50,000,000.00	49,466,650.00	49,468,055.56	3.830	A-1+	3.953	100	10/09/2026
62479MKD4	92591	MUFG BK LTD - CP		05/13/2026	40,000,000.00	39,547,360.00	39,558,577.78	3.820	A-1	3.937	104	10/13/2026
62479MKF9	92583	MUFG BK LTD - CP		05/06/2026	20,000,000.00	19,768,820.00	19,775,044.44	3.820	A-1	3.941	106	10/15/2026
62479MKF9	92595	MUFG BK LTD - CP		05/14/2026	40,000,000.00	39,537,640.00	39,551,266.67	3.810	A-1	3.927	106	10/15/2026
62479MKL6	92632	MUFG BK LTD - CP		06/22/2026	20,000,000.00	19,738,666.68	19,758,266.67	3.920	A-1	4.027	111	10/20/2026
62479MKP7	92592	MUFG BK LTD - CP		05/14/2026	45,000,000.00	44,435,835.00	44,455,650.00	3.820	A-1	3.941	114	10/23/2026
09659CKV9	92609	BNP PARIBAS NY - CP		05/26/2026	50,000,000.00	49,347,850.00	49,361,666.67	3.830	A-1	3.949	120	10/29/2026
09659CKV9	92610	BNP PARIBAS NY - CP		05/27/2026	50,000,000.00	49,347,850.00	49,361,666.67	3.830	A-1	3.948	120	10/29/2026
62479MKV4	92615	MUFG BK LTD - CP		06/03/2026	40,000,000.00	39,375,111.12	39,493,333.33	3.800	A-1	3.914	120	10/29/2026
62479MKV4	92621	MUFG BK LTD - CP		06/11/2026	50,000,000.00	49,218,888.90	49,365,000.00	3.810	A-1	3.921	120	10/29/2026
09659CL55	92622	BNP PARIBAS NY - CP		06/11/2026	50,000,000.00	49,211,916.65	49,319,138.89	3.860	A-1	3.976	127	11/05/2026
62479MLQ4	92630	MUFG BK LTD - CP		06/17/2026	40,000,000.00	39,312,000.00	39,372,200.00	3.870	A-1	3.992	146	11/24/2026
62479MLR2	92627	MUFG BK LTD - CP		06/16/2026	35,000,000.00	34,392,050.00	34,448,341.67	3.860	A-1	3.983	147	11/25/2026
		Subtotal and Average	**2,172,665,448.99**		**1,929,670,000.00**	**1,915,916,655.48**	**1,917,080,990.33**			**3.882**	**61**	
Federal Agency Coupon Securities												
3133EPPE9	90875	FFCB - AGENCY B		07/06/2023	10,000,000.00	10,000,660.00	9,999,746.76	4.375	AA+	4.572	5	07/06/2026
3133EPVP7	90963	FFCB - AGENCY B		09/11/2023	10,000,000.00	10,001,630.00	9,999,926.35	4.750	AA+	4.793	7	07/08/2026
3133EPSW6	90914	FFCB - AGENCY B		08/14/2023	10,000,000.00	10,006,210.00	9,999,434.63	4.500	AA+	4.551	44	08/14/2026
3133EPSW6	90915	FFCB - AGENCY B		08/14/2023	10,000,000.00	10,006,210.00	9,997,977.41	4.500	AA+	4.683	44	08/14/2026
3133EPSW6	90918	FFCB - AGENCY B		08/15/2023	10,000,000.00	10,006,210.00	9,997,369.79	4.500	AA+	4.739	44	08/14/2026
3133ETXL6	92173	FFCB - AGENCY B		09/15/2025	10,000,000.00	9,993,030.00	9,998,766.67	3.625	AA+	3.687	76	09/15/2026

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Federal Agency Coupon Securities												
3133ETXL6	92174	FFCB - AGENCY B		09/15/2025	10,000,000.00	9,993,030.00	9,998,150.00	3.625	AA+	3.718	76	09/15/2026
3133ETXL6	92179	FFCB - AGENCY B		09/17/2025	10,000,000.00	9,993,030.00	9,998,759.78	3.625	AA+	3.687	76	09/15/2026
3133EPQ73	91163	FFCB - AGENCY B		12/22/2023	10,000,000.00	10,001,350.00	9,996,464.42	4.125	AA+	4.205	174	12/22/2026
3133EP2T1	91220	FFCB - AGENCY B		02/12/2024	10,000,000.00	10,002,070.00	9,996,623.61	4.125	AA+	4.184	226	02/12/2027
3133EP6K6	91298	FFCB - AGENCY B		03/26/2024	10,000,000.00	10,026,450.00	9,998,208.80	4.500	AA+	4.526	268	03/26/2027
3133EPEE1	90666	FFCB - AGENCY B		03/29/2023	10,000,000.00	9,988,770.00	9,998,568.81	4.000	AA+	4.021	271	03/29/2027
3133EPGT6	90761	FFCB - AGENCY B		04/26/2023	10,000,000.00	9,984,990.00	9,991,354.86	3.875	AA+	3.990	299	04/26/2027
3133ERFJ5	91390	FFCB - AGENCY B		05/20/2024	10,000,000.00	10,029,140.00	9,990,577.69	4.500	AA+	4.615	323	05/20/2027
3133ERPV7	91509	FFCB - AGENCY B		08/16/2024	10,000,000.00	9,970,390.00	9,979,000.00	3.750	AA+	3.950	411	08/16/2027
3130B7QM9	92170	FHLB - AGENCY B		09/11/2025	7,000,000.00	6,949,810.00	6,995,243.12	3.500	AA+	3.560	435	09/09/2027
3130B82L5	92208	FHLB - AGENCY B		10/10/2025	10,000,000.00	9,922,830.00	9,985,915.13	3.500	AA+	3.617	460	10/04/2027
3133ENS50	90386	FFCB - AGENCY B		10/14/2022	10,000,000.00	10,000,760.00	10,000,000.00	4.125	AA+	4.125	470	10/14/2027
3133EPC60	91079	FFCB - AGENCY B		11/15/2023	10,000,000.00	10,054,200.00	9,988,233.19	4.625	AA+	4.720	502	11/15/2027
3133ET3G0	92320	FFCB - AGENCY B		12/09/2025	10,000,000.00	9,910,050.00	9,995,827.22	3.500	AA+	3.530	526	12/09/2027
3133EP5S0	91290	FFCB - AGENCY B		03/20/2024	10,000,000.00	10,014,050.00	9,988,952.57	4.250	AA+	4.321	628	03/20/2028
3133ERUV1	91580	FFCB - AGENCY B		09/24/2024	10,000,000.00	9,883,580.00	9,996,538.89	3.500	AA+	3.521	632	03/24/2028
3133EWJZ4	92504	FFCB - AGENCY B		03/27/2026	10,000,000.00	9,951,950.00	9,991,827.22	3.875	AA+	3.924	635	03/27/2028
3133EPFU4	90718	FFCB - AGENCY B		04/12/2023	10,000,000.00	9,890,400.00	9,994,622.72	3.500	AA+	3.533	651	04/12/2028
3130BB3J2	92623	FHLB - AGENCY B		06/12/2026	5,000,000.00	4,997,230.00	4,996,593.79	4.125	AA+	4.163	701	06/01/2028
3133EPJE6	90904	FFCB - AGENCY B		08/02/2023	8,970,000.00	8,836,553.31	8,825,435.77	3.500	AA+	4.361	770	08/09/2028
3133ETTJ6	92117	FFCB - AGENCY B		08/14/2025	10,000,000.00	9,919,600.00	10,000,000.00	3.750	AA+	3.750	775	08/14/2028
3133ETVW4	92152	FFCB - AGENCY B		09/05/2025	10,000,000.00	9,892,100.00	9,996,878.52	3.625	AA+	3.640	797	09/05/2028
3133EPWK7	90982	FFCB - AGENCY B		09/22/2023	10,000,000.00	10,069,330.00	9,967,604.00	4.500	AA+	4.665	814	09/22/2028
3133EP7A7	91311	FFCB - AGENCY B		04/02/2024	10,000,000.00	10,000,280.00	9,987,684.81	4.250	AA+	4.311	824	10/02/2028
3133EPA47	91065	FFCB - AGENCY B		11/01/2023	10,000,000.00	10,180,060.00	9,987,493.33	4.875	AA+	4.936	854	11/01/2028
3130B2HK4	91519	FHLB - AGENCY B		08/26/2024	10,000,000.00	9,906,080.00	9,993,834.49	3.750	AA+	3.779	880	11/27/2028
3130B3W25	91689	FHLB - AGENCY B		11/25/2024	10,000,000.00	10,030,960.00	9,995,609.94	4.300	AA+	4.320	880	11/27/2028
3133ET2S5	92308	FFCB - AGENCY B		12/08/2025	10,000,000.00	9,824,370.00	9,959,810.09	3.375	AA+	3.552	881	11/28/2028
3133EPW84	91193	FFCB - AGENCY B		01/18/2024	10,000,000.00	9,927,640.00	9,956,340.61	3.875	AA+	4.066	932	01/18/2029
3133EWCF5	92412	FFCB - AGENCY B		02/05/2026	10,000,000.00	9,849,380.00	9,960,996.85	3.500	AA+	3.660	950	02/05/2029
3130AVBD3	91343	FHLB - AGENCY B		04/11/2024	11,750,000.00	11,836,468.25	11,718,972.40	4.500	AA+	5.075	982	03/09/2029
3133EP5J0	91299	FFCB - AGENCY B		03/26/2024	10,000,000.00	9,989,820.00	9,962,269.09	4.125	AA+	4.281	985	03/12/2029
3133ERGU9	91413	FFCB - AGENCY B		06/12/2024	10,000,000.00	10,055,410.00	9,998,398.70	4.375	AA+	4.383	985	03/12/2029
3133EWKU3	92521	FFCB - AGENCY B		04/09/2026	10,000,000.00	9,888,520.00	9,957,400.19	3.750	AA+	3.914	1,013	04/09/2029
3133ERAK7	91339	FFCB - AGENCY B		04/10/2024	10,000,000.00	10,053,830.00	9,993,784.00	4.375	AA+	4.400	1,014	04/10/2029
3133ERAK7	91340	FFCB - AGENCY B		04/10/2024	10,000,000.00	10,053,830.00	9,977,023.00	4.375	AA+	4.468	1,014	04/10/2029
3133EWNE6	92578	FFCB - AGENCY B		05/01/2026	10,000,000.00	9,884,510.00	9,948,338.89	3.750	AA+	3.945	1,035	05/01/2029
3133ETE45	92206	FFCB - AGENCY B		10/09/2025	10,000,000.00	9,835,250.00	9,999,181.94	3.625	AA+	3.628	1,196	10/09/2029

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Federal Agency Coupon Securities												
3133ETLM7	92023	FFCB - AGENCY B		06/17/2025	15,000,000.00	14,883,225.00	14,979,798.33	4.000	AA+	4.038	1,447	06/17/2030
3133ETH67	92217	FFCB - AGENCY B		10/17/2025	10,000,000.00	9,780,940.00	9,998,282.22	3.625	AA+	3.629	1,569	10/17/2030
3133ET2G1	92277	FFCB - AGENCY B		11/26/2025	10,000,000.00	9,770,490.00	9,996,830.00	3.625	AA+	3.633	1,609	11/26/2030
3133ET3N5	92309	FFCB - AGENCY B		12/08/2025	10,000,000.00	9,764,000.00	9,980,751.36	3.625	AA+	3.673	1,618	12/05/2030
3130AFDV6	92350	FHLB - AGENCY B		12/16/2025	10,000,000.00	9,778,910.00	9,953,642.74	3.625	AA+	3.740	1,626	12/13/2030
3133ET7A9	92387	FFCB - AGENCY B		01/13/2026	5,000,000.00	4,885,590.00	4,979,418.67	3.625	AA+	3.725	1,657	01/13/2031
3133EWMH0	92561	FFCB - AGENCY B		04/22/2026	10,000,000.00	9,860,900.00	9,977,304.67	3.875	AA+	3.927	1,756	04/22/2031
3133EWTC4	92625	FFCB - AGENCY B		06/12/2026	10,000,000.00	10,022,550.00	10,000,000.00	4.250	AA+	4.250	1,807	06/12/2031
3133EWUQ1	92638	FFCB - AGENCY B		06/30/2026	7,000,000.00	6,975,409.00	6,987,476.96	4.125	AA+	4.165	1,825	06/30/2031
		Subtotal and Average	**506,645,947.93**		**519,720,000.00**	**517,334,035.56**	**518,915,245.00**			**4.099**	**759**	
Federal Agency Disc. -Amortizing												
313385A63	92533	FHLB - AGENCY DISC		04/13/2026	25,000,000.00	24,911,050.00	24,915,236.11	3.590	A-1+	3.732	34	08/04/2026
313385D60	92512	FHLB - AGENCY DISC		04/06/2026	40,000,000.00	39,760,080.00	39,767,677.78	3.605	A-1+	3.760	58	08/28/2026
313385E36	92540	FHLB - AGENCY DISC		04/14/2026	25,000,000.00	24,836,225.00	24,842,500.00	3.600	A-1+	3.754	63	09/02/2026
313385E51	92541	FHLB - AGENCY DISC		04/14/2026	25,000,000.00	24,831,100.00	24,837,500.00	3.600	A-1+	3.754	65	09/04/2026
313385F27	92462	FHLB - AGENCY DISC		03/13/2026	5,900,000.00	5,857,118.80	5,859,388.33	3.540	A-1+	3.705	70	09/09/2026
313385F27	92463	FHLB - AGENCY DISC		03/13/2026	20,000,000.00	19,854,640.00	19,862,333.33	3.540	A-1+	3.705	70	09/09/2026
313385F27	92464	FHLB - AGENCY DISC		03/13/2026	3,000,000.00	2,978,196.00	2,979,350.00	3.540	A-1+	3.705	70	09/09/2026
313385F27	92465	FHLB - AGENCY DISC		03/13/2026	5,300,000.00	5,261,479.60	5,263,518.33	3.540	A-1+	3.705	70	09/09/2026
313385F27	92466	FHLB - AGENCY DISC		03/13/2026	5,500,000.00	5,460,026.00	5,462,141.67	3.540	A-1+	3.705	70	09/09/2026
313385F27	92467	FHLB - AGENCY DISC		03/13/2026	2,000,000.00	1,985,464.00	1,986,233.33	3.540	A-1+	3.705	70	09/09/2026
313385F27	92468	FHLB - AGENCY DISC		03/13/2026	5,200,000.00	5,162,206.40	5,164,206.67	3.540	A-1+	3.705	70	09/09/2026
313385F27	92469	FHLB - AGENCY DISC		03/13/2026	450,000.00	446,729.40	446,902.50	3.540	A-1+	3.705	70	09/09/2026
313385F27	92470	FHLB - AGENCY DISC		03/13/2026	2,500,000.00	2,481,830.00	2,482,791.67	3.540	A-1+	3.705	70	09/09/2026
313385F27	92471	FHLB - AGENCY DISC		03/13/2026	4,500,000.00	4,467,294.00	4,469,025.00	3.540	A-1+	3.705	70	09/09/2026
313385F27	92472	FHLB - AGENCY DISC		03/13/2026	3,600,000.00	3,573,835.20	3,575,220.00	3.540	A-1+	3.705	70	09/09/2026
313385F27	92473	FHLB - AGENCY DISC		03/13/2026	2,500,000.00	2,481,830.00	2,482,791.67	3.540	A-1+	3.705	70	09/09/2026
313385F27	92474	FHLB - AGENCY DISC		03/13/2026	5,500,000.00	5,460,026.00	5,462,141.67	3.540	A-1+	3.705	70	09/09/2026
313385F27	92475	FHLB - AGENCY DISC		03/13/2026	4,700,000.00	4,665,840.40	4,667,648.33	3.540	A-1+	3.705	70	09/09/2026
313385G75	92500	FHLB - AGENCY DISC		03/26/2026	4,000,000.00	3,965,608.00	3,966,569.44	3.625	A-1+	3.795	83	09/22/2026
313385M86	92611	FHLB - AGENCY DISC		05/27/2026	50,000,000.00	49,348,100.00	49,376,555.55	3.620	A-1+	3.730	124	11/02/2026
		Subtotal and Average	**243,082,808.71**		**239,650,000.00**	**237,788,678.80**	**237,869,731.38**			**3.734**	**74**	
Treasury Bills												
912797RF6	92062	US TREASURY BILLS		08/01/2025	1,300,000.00	1,298,952.20	1,298,919.56	3.740	A-1+	3.950	8	07/09/2026
912797RF6	92359	US TREASURY BILLS		12/23/2025	7,000,000.00	6,994,358.00	6,994,820.00	3.330	A-1+	3.483	8	07/09/2026
912797RF6	92360	US TREASURY BILLS		12/23/2025	650,000.00	649,476.10	649,519.00	3.330	A-1+	3.483	8	07/09/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Treasury Bills												
912797RF6	92546	US TREASURY BILLS		04/15/2026	8,500,000.00	8,493,149.00	8,493,181.11	3.610	A-1+	3.743	8	07/09/2026
912797RF6	92547	US TREASURY BILLS		04/15/2026	4,000,000.00	3,996,776.00	3,996,791.11	3.610	A-1+	3.743	8	07/09/2026
912797RF6	92548	US TREASURY BILLS		04/15/2026	7,000,000.00	6,994,358.00	6,994,384.44	3.610	A-1+	3.743	8	07/09/2026
912797US4	92564	US TREASURY BILLS		04/23/2026	3,000,000.00	2,989,788.00	2,989,828.33	3.590	A-1+	3.729	34	08/04/2026
912797RG4	92069	US TREASURY BILLS		08/08/2025	250,000.00	249,096.25	249,067.50	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92070	US TREASURY BILLS		08/08/2025	2,500,000.00	2,490,962.50	2,490,675.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92071	US TREASURY BILLS		08/08/2025	8,500,000.00	8,469,272.50	8,468,295.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92072	US TREASURY BILLS		08/08/2025	35,000,000.00	34,873,475.00	34,869,450.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92073	US TREASURY BILLS		08/08/2025	12,500,000.00	12,454,812.50	12,453,375.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92074	US TREASURY BILLS		08/08/2025	200,000.00	199,277.00	199,254.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92075	US TREASURY BILLS		08/08/2025	100,000.00	99,638.50	99,627.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92076	US TREASURY BILLS		08/08/2025	100,000.00	99,638.50	99,627.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92077	US TREASURY BILLS		08/08/2025	300,000.00	298,915.50	298,881.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92078	US TREASURY BILLS		08/08/2025	300,000.00	298,915.50	298,881.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92079	US TREASURY BILLS		08/08/2025	200,000.00	199,277.00	199,254.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92080	US TREASURY BILLS		08/08/2025	2,500,000.00	2,490,962.50	2,490,675.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92081	US TREASURY BILLS		08/08/2025	400,000.00	398,554.00	398,508.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92082	US TREASURY BILLS		08/08/2025	7,500,000.00	7,472,887.50	7,472,025.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92083	US TREASURY BILLS		08/08/2025	500,000.00	498,192.50	498,135.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92084	US TREASURY BILLS		08/08/2025	8,000,000.00	7,971,080.00	7,970,160.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92085	US TREASURY BILLS		08/08/2025	300,000.00	298,915.50	298,881.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92086	US TREASURY BILLS		08/08/2025	200,000.00	199,277.00	199,254.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92087	US TREASURY BILLS		08/08/2025	3,500,000.00	3,487,347.50	3,486,945.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92088	US TREASURY BILLS		08/08/2025	100,000.00	99,638.50	99,627.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92089	US TREASURY BILLS		08/08/2025	12,000,000.00	11,956,620.00	11,955,240.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92090	US TREASURY BILLS		08/08/2025	200,000.00	199,277.00	199,254.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92091	US TREASURY BILLS		08/08/2025	10,500,000.00	10,462,042.50	10,460,835.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92092	US TREASURY BILLS		08/08/2025	100,000.00	99,638.50	99,627.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92093	US TREASURY BILLS		08/08/2025	200,000.00	199,277.00	199,254.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92094	US TREASURY BILLS		08/08/2025	1,500,000.00	1,494,577.50	1,494,405.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92095	US TREASURY BILLS		08/08/2025	4,200,000.00	4,184,817.00	4,184,334.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92096	US TREASURY BILLS		08/08/2025	600,000.00	597,831.00	597,762.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92097	US TREASURY BILLS		08/08/2025	300,000.00	298,915.50	298,881.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92098	US TREASURY BILLS		08/08/2025	300,000.00	298,915.50	298,881.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92099	US TREASURY BILLS		08/08/2025	100,000.00	99,638.50	99,627.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92100	US TREASURY BILLS		08/08/2025	1,500,000.00	1,494,577.50	1,494,405.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92101	US TREASURY BILLS		08/08/2025	1,000,000.00	996,385.00	996,270.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92102	US TREASURY BILLS		08/08/2025	900,000.00	896,746.50	896,643.00	3.730	A-1+	3.944	36	08/06/2026

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Treasury Bills												
912797RG4	92103	US TREASURY BILLS		08/08/2025	250,000.00	249,096.25	249,067.50	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92104	US TREASURY BILLS		08/08/2025	2,300,000.00	2,291,685.50	2,291,421.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92105	US TREASURY BILLS		08/08/2025	100,000.00	99,638.50	99,627.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92106	US TREASURY BILLS		08/08/2025	200,000.00	199,277.00	199,254.00	3.730	A-1+	3.944	36	08/06/2026
912797RG4	92107	US TREASURY BILLS		08/08/2025	400,000.00	398,554.00	398,508.00	3.730	A-1+	3.944	36	08/06/2026
912797RS8	92151	US TREASURY BILLS		09/04/2025	1,350,000.00	1,341,239.85	1,341,366.00	3.597	A-1+	3.802	64	09/03/2026
912797RS8	92207	US TREASURY BILLS		10/10/2025	1,025,000.00	1,018,348.78	1,018,658.67	3.480	A-1+	3.665	64	09/03/2026
912797RS8	92251	US TREASURY BILLS		11/07/2025	1,030,000.00	1,023,316.33	1,023,613.08	3.488	A-1+	3.667	64	09/03/2026
912797SA6	92565	US TREASURY BILLS		04/23/2026	3,000,000.00	2,971,359.00	2,972,591.67	3.575	A-1+	3.735	92	10/01/2026
912797SK4	92566	US TREASURY BILLS		04/23/2026	3,000,000.00	2,962,401.00	2,964,350.00	3.565	A-1+	3.732	120	10/29/2026
912797SU2	92361	US TREASURY BILLS		12/23/2025	3,000,000.00	2,953,224.00	2,957,721.25	3.405	A-1+	3.587	149	11/27/2026
912797SU2	92362	US TREASURY BILLS		12/23/2025	655,000.00	644,787.24	645,769.14	3.405	A-1+	3.587	149	11/27/2026
912797TC1	92567	US TREASURY BILLS		04/23/2026	3,000,000.00	2,943,753.00	2,948,666.67	3.500	A-1+	3.668	176	12/24/2026
912797TM9	92568	US TREASURY BILLS		04/23/2026	3,000,000.00	2,937,486.00	2,940,670.00	3.490	A-1+	3.663	204	01/21/2027
		Subtotal and Average	**169,982,819.79**		**170,110,000.00**	**169,380,418.50**	**169,384,742.03**			**3.867**	**42**	
Federal Agency Callables												
3130APDQ5	86442	FHLB - AGENCY C		10/28/2021	10,000,000.00	9,915,170.00	10,000,000.00	1.250	AA+	1.250	119	10/28/2026
3130APW43	86511	FHLB - AGENCY C		12/02/2021	10,000,000.00	9,894,040.00	10,000,000.00	1.500	AA+	1.500	154	12/02/2026
3133ENHC7	86538	FFCB - AGENCY C		12/14/2021	10,000,000.00	9,893,170.00	10,000,000.00	1.600	AA+	1.600	166	12/14/2026
3133ENHC7	86550	FFCB - AGENCY C		12/16/2021	10,000,000.00	9,893,170.00	10,000,000.00	1.600	AA+	1.600	166	12/14/2026
3130AQJH7	86603	FHLB - AGENCY C		01/28/2022	10,000,000.00	9,866,360.00	10,000,000.00	1.750	AA+	1.750	211	01/28/2027
3133ENNG1	86604	FFCB - AGENCY C		02/08/2022	10,000,000.00	9,870,730.00	10,000,000.00	1.860	AA+	1.853	222	02/08/2027
3130AQRH8	86605	FHLB - AGENCY C		02/25/2022	10,000,000.00	9,871,730.00	10,000,000.00	2.000	AA+	2.000	239	02/25/2027
3130AR2H3	90041	FHLB - AGENCY C		03/04/2022	10,000,000.00	9,917,860.00	10,000,000.00	2.770	AA+	2.770	246	03/04/2027
3130ARPD7	90146	FHLB - AGENCY C		04/28/2022	9,900,000.00	9,849,945.60	9,900,000.00	3.375	AA+	3.375	301	04/28/2027
3130AYMV5	91205	FHLB - AGENCY C		01/25/2024	8,800,000.00	8,796,101.60	8,799,192.29	4.450	AA+	4.455	754	07/24/2028
3133EWJQ4	92503	FFCB - AGENCY C		03/27/2026	10,000,000.00	10,011,570.00	10,000,000.00	4.390	AA+	4.390	1,000	03/27/2029
3130B16G7	91370	FHLB - AGENCY C		04/30/2024	10,000,000.00	10,009,230.00	10,000,000.00	5.100	AA+	5.100	1,030	04/26/2029
3130B1W37	91450	FHLB - AGENCY C		07/09/2024	10,000,000.00	10,002,490.00	10,000,000.00	5.000	AA+	5.000	1,104	07/09/2029
3135GAU25	91483	FNMA - AGENCY C		08/06/2024	10,000,000.00	9,989,480.00	9,938,055.56	4.375	AA+	4.601	1,132	08/06/2029
3130B2P58	91562	FHLB - AGENCY C		09/12/2024	10,000,000.00	9,872,340.00	10,000,000.00	3.875	AA+	3.875	1,167	09/10/2029
3135GAUW9	91560	FNMA - AGENCY C		09/10/2024	10,000,000.00	9,853,190.00	9,927,230.00	3.750	AA+	4.004	1,167	09/10/2029
3136GA2Y4	91735	FNMA - AGENCY C		12/12/2024	10,000,000.00	9,961,690.00	10,000,000.00	4.400	AA+	4.400	1,259	12/11/2029
3136GAEN5	91909	FNMA - AGENCY C		04/10/2025	10,000,000.00	9,931,170.00	9,899,056.50	4.000	AA+	4.300	1,379	04/10/2030
3133ETKR7	92014	FFCB - AGENCY C		06/10/2025	10,000,000.00	9,955,210.00	10,000,000.00	4.640	AA+	4.640	1,440	06/10/2030
3136GAKK4	92045	FNMA - AGENCY C		07/17/2025	10,000,000.00	10,002,810.00	10,000,000.00	4.500	AA+	4.500	1,477	07/17/2030
3136GAMN6	92067	FNMA - AGENCY C		08/07/2025	10,000,000.00	9,913,710.00	9,962,202.61	4.100	AA+	4.203	1,497	08/06/2030

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Federal Agency Callables												
3136GAMG1	92110	FNMA - AGENCY C		08/12/2025	10,000,000.00	9,917,520.00	9,952,278.89	4.000	AA+	4.130	1,503	08/12/2030
3136GAM89	92111	FNMA - AGENCY C		08/12/2025	10,000,000.00	9,967,280.00	10,000,000.00	4.125	AA+	4.125	1,503	08/12/2030
3136GAT66	92181	FNMA - AGENCY C		09/19/2025	10,000,000.00	9,954,790.00	10,000,000.00	4.210	AA+	4.210	1,541	09/19/2030
3136GAXH7	92209	FNMA - AGENCY C		10/10/2025	10,000,000.00	9,869,660.00	9,951,953.53	3.750	AA+	3.875	1,561	10/09/2030
3136GAY29	92221	FNMA - AGENCY C		10/20/2025	10,000,000.00	9,834,260.00	10,000,000.00	3.750	AA+	3.750	1,570	10/18/2030
3134HB3B5	92237	FHLMC - AGENCY C		10/30/2025	25,000,000.00	24,769,900.00	25,000,000.00	4.280	AA+	4.280	1,580	10/28/2030
3136GC4D4	92253	FNMA - AGENCY C		11/10/2025	10,000,000.00	9,914,570.00	9,949,451.61	3.800	AA+	3.929	1,591	11/08/2030
3133EWPC8	92585	FFCB - AGENCY C		05/12/2026	10,000,000.00	9,905,150.00	10,000,000.00	4.300	AA+	4.300	1,595	11/12/2030
3136GC4L6	92257	FNMA - AGENCY C		11/13/2025	10,000,000.00	9,903,530.00	10,000,000.00	4.240	AA+	4.240	1,596	11/13/2030
3134HCAV1	92274	FHLMC - AGENCY C		11/25/2025	10,000,000.00	9,926,750.00	9,945,792.00	3.800	AA+	3.937	1,608	11/25/2030
3136GC6T7	92276	FNMA - AGENCY C		11/26/2025	20,000,000.00	19,799,340.00	19,951,569.44	4.000	AA+	4.061	1,609	11/26/2030
3134HCDC0	92302	FHLMC - AGENCY C		12/04/2025	10,000,000.00	9,870,820.00	9,940,262.50	3.750	AA+	3.900	1,617	12/04/2030
3136GCA70	92321	FNMA - AGENCY C		12/09/2025	10,000,000.00	9,894,820.00	10,000,000.00	4.150	AA+	4.150	1,622	12/09/2030
3134HCGT0	92332	FHLMC - AGENCY C		12/11/2025	10,000,000.00	9,866,560.00	10,000,000.00	4.200	AA+	4.200	1,624	12/11/2030
3136GCAF2	92333	FNMA - AGENCY C		12/11/2025	10,000,000.00	9,836,660.00	10,000,000.00	4.030	AA+	4.030	1,624	12/11/2030
3133ET3X3	92338	FFCB - AGENCY C		12/12/2025	10,000,000.00	9,930,740.00	10,000,000.00	4.260	AA+	4.260	1,625	12/12/2030
3134HCGF0	92337	FHLMC - AGENCY C		12/12/2025	20,000,000.00	19,799,360.00	19,991,105.56	4.300	AA+	4.311	1,625	12/12/2030
3134HCHA0	92348	FHLMC - AGENCY C		12/16/2025	10,000,000.00	9,853,840.00	9,991,083.33	4.050	AA+	4.072	1,629	12/16/2030
3134HCGZ6	92349	FHLMC - AGENCY C		12/16/2025	10,000,000.00	9,875,230.00	9,989,300.00	4.150	AA+	4.177	1,629	12/16/2030
3134HCJE0	92352	FHLMC - AGENCY C		12/17/2025	10,000,000.00	9,874,940.00	10,000,000.00	4.170	AA+	4.170	1,630	12/17/2030
3134HCKF5	92363	FHLMC - AGENCY C		12/23/2025	10,000,000.00	9,870,530.00	10,000,000.00	4.000	AA+	4.000	1,636	12/23/2030
3136GCC86	92369	FNMA - AGENCY C		12/30/2025	10,000,000.00	9,837,650.00	10,000,000.00	4.125	AA+	4.125	1,643	12/30/2030
3136GCDF9	92376	FNMA - AGENCY C		01/08/2026	10,000,000.00	9,882,790.00	10,000,000.00	4.180	AA+	4.180	1,652	01/08/2031
3130B93W8	92383	FHLB - AGENCY C		01/09/2026	10,000,000.00	9,801,120.00	10,000,000.00	3.780	AA+	3.780	1,653	01/09/2031
3136GCEQ4	92399	FNMA - AGENCY C		01/22/2026	10,000,000.00	9,918,320.00	10,000,000.00	4.250	AA+	4.250	1,666	01/22/2031
3136GCHP3	92404	FNMA - AGENCY C		01/28/2026	10,000,000.00	9,832,330.00	10,000,000.00	4.000	AA+	4.000	1,672	01/28/2031
3136GCKV6	92442	FNMA - AGENCY C		02/26/2026	25,000,000.00	24,492,750.00	25,000,000.00	4.310	AA+	4.310	1,687	02/12/2031
3136GCTH8	92451	FNMA - AGENCY C		03/10/2026	30,000,000.00	29,843,280.00	30,000,000.00	4.350	AA+	4.350	1,713	03/10/2031
3130B9ZA1	92502	FHLB - AGENCY C		03/27/2026	20,000,000.00	19,955,780.00	20,000,000.00	4.750	AA+	4.750	1,720	03/17/2031
3130B9YE4	92486	FHLB - AGENCY C		03/20/2026	10,000,000.00	9,873,570.00	10,000,000.00	4.000	AA+	4.000	1,723	03/20/2031
3136GCW35	92491	FNMA - AGENCY C		03/24/2026	20,000,000.00	19,876,420.00	19,900,658.33	4.000	AA+	4.117	1,727	03/24/2031
3130B9YQ7	92506	FHLB - AGENCY C		03/30/2026	10,000,000.00	9,972,840.00	10,000,000.00	4.450	AA+	4.450	1,728	03/25/2031
3130BABX4	92553	FHLB - AGENCY C		04/16/2026	10,000,000.00	9,851,350.00	10,000,000.00	4.000	AA+	4.000	1,750	04/16/2031
3136GD3Q4	92554	FNMA - AGENCY C		04/16/2026	10,000,000.00	9,887,970.00	10,000,000.00	4.525	AA+	4.525	1,750	04/16/2031
3130BAAX5	92559	FHLB - AGENCY C		04/21/2026	4,735,000.00	4,679,207.50	4,735,000.00	4.375	AA+	4.375	1,755	04/21/2031
3136GD3X9	92558	FNMA - AGENCY C		04/21/2026	10,000,000.00	9,866,000.00	10,000,000.00	4.100	AA+	4.100	1,755	04/21/2031
3134HCH93	92563	FHLMC - AGENCY C		04/23/2026	10,000,000.00	9,907,680.00	10,000,000.00	4.250	AA+	4.250	1,757	04/23/2031
3136GDAF0	92581	FNMA - AGENCY C		05/05/2026	10,000,000.00	9,886,900.00	9,956,400.00	4.250	AA+	4.351	1,769	05/05/2031

Investment Portfolio -Treasury
Portfolio Management
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Federal Agency Callables												
3130BALD7	92586	FHLB - AGENCY C		05/12/2026	5,605,000.00	5,553,254.64	5,605,000.00	4.500	AA+	4.500	1,776	05/12/2031
3130BALD7	92587	FHLB - AGENCY C		05/12/2026	4,395,000.00	4,354,425.36	4,395,000.00	4.500	AA+	4.500	1,776	05/12/2031
3130BAHN0	92590	FHLB - AGENCY C		05/14/2026	10,000,000.00	9,936,450.00	10,000,000.00	4.500	AA+	4.500	1,778	05/14/2031
3130BASS7	92613	FHLB - AGENCY C		06/01/2026	20,000,000.00	19,979,400.00	20,000,000.00	5.000	AA+	5.000	1,780	05/16/2031
3136GDFC2	92617	FNMA - AGENCY C		06/05/2026	10,000,000.00	9,973,790.00	10,000,000.00	4.375	AA+	4.375	1,800	06/05/2031
3130BAXQ5	92624	FHLB - AGENCY C		06/12/2026	10,000,000.00	9,977,810.00	10,000,000.00	4.325	AA+	4.325	1,807	06/12/2031
3133EWTG5	92628	FFCB - AGENCY C		06/16/2026	10,000,000.00	9,994,920.00	10,000,000.00	4.730	AA+	4.730	1,811	06/16/2031
3133EWTP5	92633	FFCB - AGENCY C		06/23/2026	10,000,000.00	9,983,740.00	10,000,000.00	4.450	AA+	4.450	1,818	06/23/2031
		Subtotal and Average	**787,006,400.17**		**753,435,000.00**	**746,827,164.70**	**752,680,592.15**			**4.008**	**1,423**	
Corporate Note Callables												
594918BY9	92133	MICROSOFT - CORP		08/28/2025	13,956,000.00	13,888,690.21	13,915,452.16	3.300	AAA	3.803	220	02/06/2027
037833CJ7	91304	APPLE INC - CORP		03/27/2024	15,000,000.00	14,919,570.00	14,895,436.05	3.350	AA+	4.590	223	02/09/2027
478160CE2	92149	JOHNSON & JOHNS - CORP		09/03/2025	6,003,000.00	5,957,953.49	5,970,448.18	2.950	AAA	3.787	245	03/03/2027
64952WCX9	92403	NEW YORK LIFE - CORP		01/28/2026	10,000,000.00	9,800,540.00	9,889,558.97	3.000	AA+	3.861	558	01/10/2028
02079KBJ5	92449	ALPHABET INC - CORP		03/04/2026	10,000,000.00	9,862,703.33	10,001,920.37	3.700	AA+	3.779	960	02/15/2029
037833DU1	92024	APPLE INC - CORP		06/18/2025	11,728,000.00	10,614,027.65	10,660,284.34	1.650	AA+	4.289	1,410	05/11/2030
02079KAW7	92597	ALPHABET INC - CORP		05/15/2026	10,000,000.00	9,843,350.00	9,883,407.41	4.100	AA+	4.397	1,598	11/15/2030
59217GFU8	92384	MET LIFE GLOB FUND - CORP		01/12/2026	10,000,000.00	9,850,820.00	10,000,000.00	4.350	AA-	4.350	1,656	01/12/2031
46632FXM2	92396	JPMCHASE BANK - CORP		01/21/2026	10,000,000.00	9,850,500.00	10,000,000.00	4.375	AA-	4.375	1,665	01/21/2031
46632FXN0	92398	JPMCHASE BANK - CORP		01/22/2026	10,000,000.00	9,855,270.00	10,000,000.00	4.185	AA-	4.185	1,666	01/22/2031
46632FW68	92419	JPMCHASE BANK - CORP		02/12/2026	10,000,000.00	9,827,610.00	10,000,000.00	4.400	AA-	4.400	1,687	02/12/2031
		Subtotal and Average	**115,189,040.25**		**116,687,000.00**	**114,271,034.68**	**115,216,507.48**			**4.185**	**1,046**	
Supranationals												
45950VTA4	91337	IFC - SUPRA B		04/10/2024	10,000,000.00	10,000,660.00	9,999,908.89	4.620	AAA	4.662	9	07/10/2026
45818WEN2	90640	IADB - SUPRA B		03/10/2023	10,000,000.00	9,985,610.00	9,997,658.71	4.500	AAA	4.540	252	03/10/2027
4581X0EH7	90543	IADB - SUPRA B		01/12/2023	10,000,000.00	9,975,460.00	9,995,255.28	4.000	AAA	4.035	560	01/12/2028
45818WFG6	91316	IADB - SUPRA B		04/04/2024	10,000,000.00	9,938,760.00	10,000,000.00	4.300	AAA	4.301	733	07/03/2028
45950VSM9	91094	IFC - SUPRA B		11/27/2023	10,000,000.00	9,964,910.00	9,997,868.68	4.500	AAA	4.510	880	11/27/2028
45818WEW2	91187	IADB - SUPRA B		01/11/2024	10,000,000.00	9,854,750.00	9,995,601.67	4.010	AAA	4.029	925	01/11/2029
45818WEZ5	91209	IADB - SUPRA B		01/29/2024	10,000,000.00	9,882,650.00	10,000,000.00	4.125	AAA	4.125	943	01/29/2029
4581X0EN4	91241	IADB - SUPRA B		02/26/2024	10,000,000.00	9,989,560.00	9,930,347.68	4.125	AAA	4.423	960	02/15/2029
45818WFE1	91256	IADB - SUPRA B		03/01/2024	10,000,000.00	9,953,190.00	9,991,002.67	4.400	AAA	4.438	974	03/01/2029
45818WFA9	91300	IADB - SUPRA B		03/26/2024	10,000,000.00	9,893,850.00	9,967,741.82	4.170	AAA	4.303	992	03/19/2029
45950KDH0	91445	IFC - SUPRA B		07/02/2024	10,000,000.00	10,020,870.00	9,955,974.35	4.250	AAA	4.415	1,097	07/02/2029
4581X0EF1	91576	IADB - SUPRA B		09/23/2024	10,000,000.00	9,794,510.00	9,967,811.28	3.500	AAA	3.611	1,171	09/14/2029
4581X0EF1	91610	IADB - SUPRA B		10/08/2024	10,000,000.00	9,794,510.00	9,878,078.04	3.500	AAA	3.922	1,171	09/14/2029

Investment Portfolio -Treasury
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Supranationals												
45950VTX4	91581	IFC - SUPRA B		09/25/2024	10,000,000.00	9,688,040.00	9,997,064.13	3.550	AAA	3.560	1,182	09/25/2029
45818WFZ4	91611	IADB - SUPRA B		10/09/2024	10,000,000.00	9,701,570.00	9,998,514.41	3.600	AAA	3.605	1,196	10/09/2029
459058LN1	91623	IBRD - SUPRA B		10/18/2024	10,000,000.00	9,904,630.00	9,972,167.66	3.875	AAA	3.969	1,203	10/16/2029
45950VUE4	91771	IFC - SUPRA B		01/16/2025	10,000,000.00	9,961,140.00	10,000,000.00	4.500	AAA	4.500	1,281	01/02/2030
459058KQ5	91908	IBRD - SUPRA B		04/10/2025	11,107,000.00	10,988,443.88	10,989,884.59	3.875	AAA	4.200	1,324	02/14/2030
459058LR2	91879	IBRD - SUPRA B		03/28/2025	10,000,000.00	9,975,460.00	9,968,363.14	4.125	AAA	4.220	1,358	03/20/2030
45818WGJ9	92192	IADB - SUPRA B		09/26/2025	10,000,000.00	9,627,550.00	9,997,119.44	3.700	AAA	3.708	1,548	09/26/2030
45818WGJ9	92193	IADB - SUPRA B		09/26/2025	10,000,000.00	9,627,550.00	9,994,238.89	3.700	AAA	3.715	1,548	09/26/2030
45818WGJ9	92202	IADB - SUPRA B		10/07/2025	10,000,000.00	9,627,550.00	9,972,722.19	3.700	AAA	3.771	1,548	09/26/2030
459058LY7	92231	IBRD - SUPRA B		10/28/2025	10,000,000.00	9,726,910.00	9,960,729.00	3.500	AAA	3.600	1,580	10/28/2030
459058LY7	92232	IBRD - SUPRA B		10/28/2025	10,000,000.00	9,726,910.00	9,947,840.50	3.500	AAA	3.633	1,580	10/28/2030
459058LY7	92385	IBRD - SUPRA B		01/12/2026	10,000,000.00	9,726,910.00	9,901,131.40	3.500	AAA	3.751	1,580	10/28/2030
459058LY7	92394	IBRD - SUPRA B		01/16/2026	10,000,000.00	9,726,910.00	9,890,955.75	3.500	AAA	3.777	1,580	10/28/2030
45818WGN0	92407	IADB - SUPRA B		01/30/2026	10,000,000.00	9,863,870.00	10,000,000.00	3.890	AAA	3.890	1,674	01/30/2031
45818WGN0	92496	IADB - SUPRA B		03/25/2026	5,000,000.00	4,961,650.28	4,994,278.32	3.890	AAA	4.061	1,674	01/30/2031
45818WGR1	92511	IADB - SUPRA B		04/02/2026	10,000,000.00	9,974,335.00	9,974,335.00	3.980	AAA	4.040	1,736	04/02/2031
45818WGW0	92569	IADB - SUPRA B		04/24/2026	10,000,000.00	9,900,270.00	9,997,207.94	3.920	AAA	3.926	1,758	04/24/2031
45818WGW0	92577	IADB - SUPRA B		04/29/2026	10,000,000.00	9,905,714.44	9,970,784.44	3.920	AAA	4.000	1,758	04/24/2031
45818WGX8	92599	IADB - SUPRA B		05/19/2026	10,000,000.00	10,054,520.00	9,948,041.33	4.010	AAA	4.129	1,783	05/19/2031
45818WGX8	92601	IADB - SUPRA B		05/20/2026	10,000,000.00	10,055,633.89	9,853,262.08	4.010	AAA	4.350	1,783	05/19/2031
		Subtotal and Average	**330,326,815.60**		**326,107,000.00**	**321,774,857.49**	**325,005,889.28**			**4.052**	**1,246**	
Supranationals Callables												
		Subtotal and Average	**17,652,069.40**									
Supranational Discounts												
459053YV0	92440	IBRD - SUPRA DISC		02/25/2026	45,000,000.00	44,990,955.00	44,995,500.00	3.600	A-1+	3.748	1	07/02/2026
459053ZB3	92509	IBRD - SUPRA DISC		03/31/2026	25,000,000.00	24,979,950.00	24,982,451.39	3.610	A-1+	3.748	7	07/08/2026
459053ZH0	92522	IBRD - SUPRA DISC		04/09/2026	25,000,000.00	24,964,900.00	24,967,500.00	3.600	A-1+	3.737	13	07/14/2026
459053ZP2	92519	IBRD - SUPRA DISC		04/08/2026	30,000,000.00	29,939,820.00	29,943,000.00	3.600	A-1+	3.739	19	07/20/2026
459053ZY3	92453	IBRD - SUPRA DISC		03/12/2026	50,000,000.00	49,854,600.00	49,860,388.89	3.590	A-1+	3.742	28	07/29/2026
459053ZZ0	92455	IBRD - SUPRA DISC		03/12/2026	50,000,000.00	49,849,600.00	49,855,402.78	3.590	A-1+	3.743	29	07/30/2026
459053ZZ0	92456	IBRD - SUPRA DISC		03/12/2026	50,000,000.00	49,849,600.00	49,855,402.78	3.590	A-1+	3.691	29	07/30/2026
459053ZZ0	92485	IBRD - SUPRA DISC		03/20/2026	50,000,000.00	49,849,600.00	49,854,194.44	3.620	A-1+	3.772	29	07/30/2026
459053D68	92513	IBRD - SUPRA DISC		04/06/2026	50,000,000.00	49,700,100.00	49,710,000.00	3.600	A-1+	3.755	58	08/28/2026
		Subtotal and Average	**385,971,416.66**		**375,000,000.00**	**373,979,125.00**	**374,023,840.28**			**3.742**	**26**	

Investment Portfolio -Treasury
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Total and Average	6,326,571,884.72		6,135,379,000.00	6,101,784,721.32	6,115,062,654.82			3.929	375

Investment Portfolio -Treasury
Portfolio Management
Portfolio Details - Cash
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Average Balance	0.00								0
		Total Cash and Investments	6,326,571,884.72		6,135,379,000.00	6,101,784,721.32	6,115,062,654.82			3.929	375

SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

B.1. PFM

Notes:

1. Statements are generated by the SymPro Treasury Management Software system beginning first quarter of calendar year 2022.
2. Market pricing data are obtained from Interactive Data Corporation/ICE.

PFM
Portfolio Management
Portfolio Details - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Corporate Notes												
05253JAZ4	91196	AUST & NZ BANKING GRP - CORP		01/18/2024	600,000.00	601,957.20	600,000.00	4.750	AA-	4.750	201	01/18/2027
20271RAV2	91860	COMMONWLTH BK AUSTR NY - CORP		03/14/2025	250,000.00	250,349.75	250,000.00	4.423	AA-	4.423	622	03/14/2028
21688ABK7	91781	COOPERATIVE RABOBANK - CORP		01/21/2025	550,000.00	554,798.75	550,000.00	4.883	A+	4.883	569	01/21/2028
24422EYD5	92005	JOHN DEERE CAPITAL - CORP		06/05/2025	190,000.00	189,733.24	189,891.34	4.250	A	4.282	705	06/05/2028
57636QBA1	91529	MASTERCARD INC - CORP		09/05/2024	185,000.00	184,544.16	184,953.41	4.100	A+	4.119	563	01/15/2028
61690U8G8	91624	MORGAN STANLEY - CORP		10/18/2024	340,000.00	339,960.90	340,000.00	4.447	A+	4.447	471	10/15/2027
632525CA7	91691	NATIONAL AUSTRALIA BK - CORP		11/26/2024	280,000.00	280,761.60	279,631.40	4.500	AA-	4.609	482	10/26/2027
632525CJ8	92019	NATIONAL AUSTRALIA BK - CORP		06/13/2025	455,000.00	454,542.73	455,000.00	4.308	AA-	4.308	713	06/13/2028
63743HFR8	91375	NATIONAL RURAL - CORP		05/10/2024	130,000.00	130,780.65	129,977.15	5.100	A-	5.123	309	05/06/2027
69371RT63	91841	PACCAR FINANCIAL - CORP		03/03/2025	350,000.00	351,292.90	349,880.99	4.550	A+	4.572	611	03/03/2028
21688ABP6	92218	RABOBANK - CORP		10/17/2025	385,000.00	381,285.91	385,000.00	3.957	A+	3.957	839	10/17/2028
89236TNR2	92157	TOYOTA MCC - CORP		09/05/2025	425,000.00	422,101.93	424,620.52	4.050	A+	4.094	797	09/05/2028
		Subtotal and Average	**4,138,929.11**		**4,140,000.00**	**4,142,109.72**	**4,138,954.81**			**4.471**	**571**	
CD Medium Term												
		Subtotal and Average	**20,000.00**									
Treasury Coupon Securities												
91282CLQ2	91651	US TREASURY NOTES		11/04/2024	425,000.00	423,539.28	423,581.61	3.875	AA+	4.152	471	10/15/2027
91282CLQ2	91655	US TREASURY NOTES		11/07/2024	800,000.00	797,250.40	797,171.58	3.875	AA+	4.168	471	10/15/2027
91282CLX7	91709	US TREASURY NOTES		12/06/2024	850,000.00	849,634.50	849,518.89	4.125	AA+	4.168	502	11/15/2027
91282CLX7	91722	US TREASURY NOTES		12/10/2024	750,000.00	749,677.50	750,247.41	4.125	AA+	4.098	502	11/15/2027
91282CLX7	91742	US TREASURY NOTES		12/16/2024	825,000.00	824,645.25	825,015.21	4.125	AA+	4.122	502	11/15/2027
91282CFZ9	91745	US TREASURY NOTES		12/18/2024	900,000.00	896,589.90	896,034.07	3.875	AA+	4.208	517	11/30/2027
91282CMB4	91752	US TREASURY NOTES		12/26/2024	1,100,000.00	1,097,680.10	1,094,685.83	4.000	AA+	4.357	532	12/15/2027
91282CMF5	91764	US TREASURY NOTES		01/15/2025	875,000.00	876,127.88	873,892.86	4.250	AA+	4.338	563	01/15/2028
91282CMF5	91802	US TREASURY NOTES		02/06/2025	850,000.00	851,095.65	849,808.36	4.250	AA+	4.265	563	01/15/2028
91282CMF5	91821	US TREASURY NOTES		02/12/2025	200,000.00	200,257.80	199,814.50	4.250	AA+	4.314	563	01/15/2028
91282CMS7	91873	US TREASURY NOTES		03/25/2025	400,000.00	398,187.60	399,121.58	3.875	AA+	4.013	623	03/15/2028
91282CMS7	91906	US TREASURY NOTES		04/10/2025	875,000.00	871,035.38	877,467.71	3.875	AA+	3.698	623	03/15/2028
91282CMW8	91959	US TREASURY NOTES		05/06/2025	1,250,000.00	1,241,357.50	1,248,990.00	3.750	AA+	3.797	654	04/15/2028
91282CND9	91983	US TREASURY NOTES		05/15/2025	700,000.00	694,969.10	699,692.83	3.750	AA+	3.775	684	05/15/2028
91282CND9	92011	US TREASURY NOTES		06/10/2025	1,750,000.00	1,737,422.75	1,745,455.32	3.750	AA+	3.897	684	05/15/2028
91282CNH0	92035	US TREASURY NOTES		07/07/2025	1,000,000.00	994,805.00	1,002,470.50	3.875	AA+	3.740	715	06/15/2028
91282CNH0	92037	US TREASURY NOTES		07/09/2025	900,000.00	895,324.50	902,157.26	3.875	AA+	3.744	715	06/15/2028
91282CNM9	92046	US TREASURY NOTES		07/17/2025	150,000.00	149,179.65	150,023.94	3.875	AA+	3.867	745	07/15/2028
91282CNM9	92066	US TREASURY NOTES		08/06/2025	500,000.00	497,265.50	499,756.13	3.875	AA+	3.900	745	07/15/2028
91282CNU1	92120	US TREASURY NOTES		08/15/2025	500,000.00	494,668.00	498,990.51	3.625	AA+	3.726	776	08/15/2028

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Treasury Coupon Securities												
91282CNU1	92156	US TREASURY NOTES		09/05/2025	900,000.00	890,402.40	900,025.38	3.625	AA+	3.623	776	08/15/2028
91282CNY3	92175	US TREASURY NOTES		09/15/2025	750,000.00	737,724.75	748,382.12	3.375	AA+	3.479	807	09/15/2028
91282CNY3	92182	US TREASURY NOTES		09/19/2025	1,950,000.00	1,918,084.35	1,943,076.10	3.375	AA+	3.546	807	09/15/2028
91282CNY3	92188	US TREASURY NOTES		09/25/2025	275,000.00	270,499.08	273,850.53	3.375	AA+	3.576	807	09/15/2028
9128285M8	92205	US TREASURY NOTES		10/08/2025	1,000,000.00	976,914.00	989,295.91	3.125	AA+	3.605	868	11/15/2028
91282CPC9	92215	US TREASURY NOTES		10/15/2025	500,000.00	492,851.50	499,000.65	3.500	AA+	3.593	837	10/15/2028
91282CPC9	92239	US TREASURY NOTES		10/31/2025	950,000.00	936,417.85	947,814.26	3.500	AA+	3.606	837	10/15/2028
91282CPC9	92252	US TREASURY NOTES		11/07/2025	500,000.00	492,851.50	499,101.11	3.500	AA+	3.583	837	10/15/2028
91282CPC9	92255	US TREASURY NOTES		11/12/2025	875,000.00	862,490.13	873,151.70	3.500	AA+	3.597	837	10/15/2028
91282CPE5	92265	US TREASURY NOTES		11/18/2025	350,000.00	347,060.70	349,588.54	3.500	AA+	3.591	487	10/31/2027
91282CPK1	92298	US TREASURY NOTES		12/04/2025	750,000.00	738,925.50	749,338.88	3.500	AA+	3.539	868	11/15/2028
91282CPK1	92334	US TREASURY NOTES		12/11/2025	675,000.00	665,032.95	673,032.17	3.500	AA+	3.630	868	11/15/2028
91282CPP0	92339	US TREASURY NOTES		12/15/2025	300,000.00	295,453.20	298,963.02	3.500	AA+	3.650	898	12/15/2028
91282CPP0	92365	US TREASURY NOTES		12/29/2025	250,000.00	246,211.00	249,546.13	3.500	AA+	3.578	898	12/15/2028
91282CPP0	92386	US TREASURY NOTES		01/13/2026	1,250,000.00	1,231,055.00	1,248,726.08	3.500	AA+	3.543	898	12/15/2028
91282CPP0	92389	US TREASURY NOTES		01/15/2026	250,000.00	246,211.00	249,440.07	3.500	AA+	3.596	898	12/15/2028
91282CPT2	92410	US TREASURY NOTES		02/05/2026	1,000,000.00	986,327.39	998,587.15	3.500	AA+	3.643	929	01/15/2029
91282CPT2	92415	US TREASURY NOTES		02/10/2026	750,000.00	740,108.11	750,562.67	3.500	AA+	3.573	929	01/15/2029
91282CQA2	92445	US TREASURY NOTES		02/27/2026	850,000.00	837,206.84	852,103.58	3.500	AA+	3.447	960	02/15/2029
91282CQA2	92447	US TREASURY NOTES		03/04/2026	5,150,000.00	5,074,978.13	5,160,254.63	3.500	AA+	3.486	960	02/15/2029
91282CQE4	92476	US TREASURY NOTES		03/16/2026	650,000.00	639,347.22	645,892.29	3.500	AA+	3.753	988	03/15/2029
91282CQE4	92487	US TREASURY NOTES		03/23/2026	550,000.00	541,352.28	547,453.01	3.500	AA+	3.712	988	03/15/2029
91282CQE4	92515	US TREASURY NOTES		04/06/2026	1,750,000.00	1,724,814.68	1,739,260.89	3.500	AA+	3.824	988	03/15/2029
91282CQJ3	92549	US TREASURY NOTES		04/15/2026	275,000.00	273,001.85	275,339.57	3.875	AA+	3.828	1,019	04/15/2029
91282CQJ3	92582	US TREASURY NOTES		05/06/2026	750,000.00	746,218.02	749,917.97	3.875	AA+	3.964	1,019	04/15/2029
91282CQR5	92605	US TREASURY NOTES		05/21/2026	2,350,000.00	2,334,226.31	2,330,723.87	3.875	AA+	4.205	1,049	05/15/2029
91282CQR5	92616	US TREASURY NOTES		06/04/2026	2,150,000.00	2,138,738.25	2,141,836.92	3.875	AA+	4.095	1,049	05/15/2029
		Subtotal and Average	**43,545,147.76**		**43,350,000.00**	**42,925,217.23**	**43,268,161.30**			**3.802**	**809**	
Corporate Note Callables												
00440KAA1	91608	ACCENTURE CAPITAL - CORP		10/04/2024	125,000.00	124,440.38	124,932.36	3.900	AA-	3.946	460	10/04/2027
032654BD6	92021	ANALOG DEVICES INC - CORP		06/16/2025	490,000.00	488,514.32	489,654.72	4.250	A-	4.289	715	06/15/2028
00724PAH2	91774	ADOBE INC - CORP		01/17/2025	375,000.00	377,310.00	374,897.68	4.750	A+	4.769	565	01/17/2028
023135CS3	92271	AMAZON - CORP		11/20/2025	330,000.00	326,677.89	329,942.26	3.900	AA	3.908	873	11/20/2028
007903BJ5	91868	ADVANCED MICRO DEVICES - CORP		03/24/2025	330,000.00	330,210.87	330,000.00	4.319	A	4.319	632	03/24/2028
025816ED7	91947	AMERICAN EXPRESS - CORP		04/25/2025	370,000.00	371,034.89	370,000.00	4.731	A-	4.731	1,029	04/25/2029
025816EJ4	92055	AMERICAN EXPRESS - CORP		07/25/2025	275,000.00	273,681.10	275,000.00	4.351	A-	4.351	1,115	07/20/2029
025816EN5	92416	AMERICAN EXPRESS - CORP		02/10/2026	265,000.00	262,669.86	265,000.00	4.009	A-	4.009	954	02/09/2029

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Corporate Note Callables												
05253JB83	92305	AUST & NZ BANKING GRP - CORP		12/08/2025	250,000.00	247,456.75	250,000.00	3.919	AA-	3.919	891	12/08/2028
009158BN5	92016	AIR PRODUCTS CHEMICALS - CORP		06/11/2025	500,000.00	499,292.50	499,782.87	4.300	A	4.324	711	06/11/2028
04636NAK9	91243	ASTRAZENECA - CORP		02/26/2024	285,000.00	286,076.45	284,895.82	4.800	N/A	4.861	240	02/26/2027
06051GMK2	91790	BANK OF AMERICA - CORP		01/24/2025	530,000.00	532,946.27	530,000.00	4.979	A-	4.979	938	01/24/2029
06405LAH4	91933	BANK OF NY MELLON - CORP		04/22/2025	250,000.00	251,127.75	250,000.00	4.729	AA-	4.729	1,024	04/20/2029
06406RCG0	92397	BANK OF NY MELLON - CORP		01/22/2026	175,000.00	172,620.00	175,000.00	4.026	A	4.026	1,301	01/22/2030
10373QBY5	91387	BP CAP MARKETS AMERICA-CORP		05/17/2024	435,000.00	438,971.99	435,000.00	5.017	A-	5.017	504	11/17/2027
14913UBB5	92121	CATERPILLAR FINL - CORP		08/15/2025	525,000.00	522,432.23	524,948.01	4.100	A	4.105	776	08/15/2028
14913UBD1	92262	CATERPILLAR FINL - CORP		11/14/2025	450,000.00	445,783.50	449,811.63	3.950	A	3.969	867	11/14/2028
166756BB1	91831	CHEVRON - CORP		02/26/2025	515,000.00	516,268.96	515,000.00	4.475	AA-	4.475	605	02/26/2028
17252MAR1	91957	CINTAS CORP - CORP		05/02/2025	260,000.00	259,165.92	259,796.43	4.200	A-	4.246	670	05/01/2028
172967PZ8	91961	CITIGROUP INC - CORP		05/07/2025	375,000.00	375,240.38	375,000.00	4.643	BBB+	4.643	676	05/07/2028
231021AY2	91964	CUMMINS INC - CORP		05/09/2025	45,000.00	44,873.01	44,980.52	4.250	A	4.275	678	05/09/2028
20271RAX8	92501	COMMONWLTH BK AUSTR NY - CORP		03/27/2026	290,000.00	289,519.47	290,000.00	4.355	AA-	4.355	1,000	03/27/2029
02079KAV9	92247	ALPHABET INC - CORP		11/06/2025	70,000.00	69,399.61	69,952.79	3.875	AA+	3.905	868	11/15/2028
38141GD27	92224	GOLDMAN SACHS GRP - CORP		10/21/2025	375,000.00	369,811.50	375,000.00	4.153	BBB+	4.153	1,208	10/21/2029
38145GAP5	92395	GOLDMAN SACHS GRP - CORP		01/21/2026	185,000.00	183,446.19	185,000.00	4.148	BBB+	4.148	935	01/21/2029
38141GE83	92556	GOLDMAN SACHS GRP - CORP		04/20/2026	325,000.00	323,304.15	325,000.00	4.594	BBB+	4.594	1,389	04/20/2030
437076DH2	92176	HOME DEPOT - CORP		09/15/2025	115,000.00	113,746.85	114,945.04	3.750	A	3.773	807	09/15/2028
427866BK3	91829	HERSHEY COMPANY - CORP		02/24/2025	170,000.00	170,576.64	169,935.59	4.550	A	4.575	603	02/24/2028
02665WEK3	90876	AMERICAN HONDA FINANCE - CORP		07/07/2023	155,000.00	155,021.86	154,998.94	5.250	A-	5.295	6	07/07/2026
02665WFD8	91270	AMERICAN HONDA FINANCE - CORP		03/13/2024	325,000.00	326,039.03	324,958.42	4.900	A-	4.920	254	03/12/2027
440452AK6	91265	HORMEL FOODS - CORP		03/08/2024	170,000.00	170,607.24	169,959.75	4.800	A-	4.833	272	03/30/2027
40428HR95	92001	HSBC USA INC - CORP		06/03/2025	200,000.00	200,638.40	199,939.77	4.650	A-	4.667	703	06/03/2028
24422EYK9	92450	JOHN DEERE CAPITAL - CORP		03/10/2026	190,000.00	187,645.90	189,771.59	3.900	A	3.948	982	03/09/2029
478160DH4	91827	JOHNSON & JOHNS - CORP		02/20/2025	180,000.00	181,022.58	179,942.58	4.550	AAA	4.570	609	03/01/2028
478160DH4	91905	JOHNSON & JOHNS - CORP		04/10/2025	425,000.00	427,414.43	426,981.70	4.550	AAA	4.240	609	03/01/2028
46647PEE2	91355	JP MORGAN SECURITIES - CORP		04/22/2024	370,000.00	373,118.73	370,000.00	5.571	A-	5.571	661	04/22/2028
46647PFL5	92562	JP MORGAN SECURITIES - CORP		04/23/2026	525,000.00	520,728.60	525,000.00	4.408	A	4.408	1,392	04/23/2030
532457CU0	91822	ELI LILLY & CO - CORP		02/12/2025	145,000.00	145,636.55	144,950.08	4.550	A+	4.573	591	02/12/2028
57636QBF0	91837	MASTERCARD INC - CORP		02/27/2025	205,000.00	205,680.60	204,912.88	4.550	A+	4.576	623	03/15/2028
57636QBK9	92618	MASTERCARD INC - CORP		06/08/2026	875,000.00	874,151.25	874,837.29	4.425	A+	4.432	1,073	06/08/2029
58933YBP9	92164	MERCK AND CO INC - CORP		09/09/2025	500,000.00	497,960.50	499,716.05	3.850	A+	3.899	441	09/15/2027
58933YBW4	92299	MERCK AND CO INC - CORP		12/04/2025	160,000.00	158,094.08	159,804.71	3.850	A+	3.900	988	03/15/2029
61690DK72	91782	MORGAN STANLEY - CORP		01/21/2025	275,000.00	276,708.85	275,000.00	5.016	A+	5.017	926	01/12/2029
61747YFY6	91929	MORGAN STANLEY - CORP		04/17/2025	160,000.00	160,908.16	160,000.00	4.994	A-	4.994	1,016	04/12/2029
61748UAK8	92226	MORGAN STANLEY - CORP		10/22/2025	325,000.00	320,658.97	325,000.00	4.133	A-	4.133	1,205	10/18/2029
63743HFW7	91804	NATIONAL RURAL - CORP		02/07/2025	95,000.00	95,405.18	94,977.71	4.750	N/A	4.766	586	02/07/2028

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Corporate Note Callables												
63743HFZ0	92127	NATIONAL RURAL - CORP		08/25/2025	165,000.00	163,622.75	164,867.56	4.150	A-	4.190	786	08/25/2028
63743HGB2	92328	NATIONAL RURAL - CORP		12/10/2025	415,000.00	412,637.41	414,778.63	3.950	A-	3.989	527	12/10/2027
66989HAX6	92242	NOVARTIS CAPITAL - CORP		11/05/2025	235,000.00	232,785.13	234,959.60	3.900	AA-	3.908	858	11/05/2028
66989HAX6	92243	NOVARTIS CAPITAL - CORP		11/05/2025	200,000.00	198,115.00	200,004.69	3.900	AA-	3.899	858	11/05/2028
66989HBF4	92479	NOVARTIS CAPITAL - CORP		03/18/2026	285,000.00	283,009.56	284,698.41	4.100	AA-	4.142	989	03/16/2029
81762PAF9	92598	SERVICENOW INC - CORP		05/15/2026	70,000.00	69,783.00	69,762.79	4.250	A	4.441	684	05/15/2028
69371RU38	92409	PACCAR FINANCIAL - CORP		02/05/2026	235,000.00	232,312.78	234,914.64	3.900	A+	3.915	950	02/05/2029
717081FJ7	92272	PFIZER - CORP		11/21/2025	250,000.00	248,859.25	249,980.97	3.875	A	3.881	502	11/15/2027
693475BY0	91463	PNC FINANCIAL SERVICES - CORP		07/23/2024	325,000.00	325,093.60	325,000.00	5.102	A-	5.102	387	07/23/2027
693475CG8	92402	PNC FINANCIAL SERVICES - CORP		01/26/2026	270,000.00	267,831.90	270,000.00	4.075	A-	4.075	940	01/26/2029
693475CJ2	92608	PNC FINANCIAL SERVICES - CORP		05/26/2026	315,000.00	314,321.81	315,000.00	4.618	A-	4.618	1,213	10/26/2029
79466LAQ7	92460	SALESFORCE INC - CORP		03/13/2026	755,000.00	754,220.09	754,486.35	4.500	A+	4.542	623	03/15/2028
808513CQ6	92603	CHARLES SCHWAB - CORP		05/21/2026	120,000.00	120,269.28	120,000.00	4.744	A-	4.744	1,420	05/21/2030
808513CQ6	92604	CHARLES SCHWAB - CORP		05/21/2026	320,000.00	320,718.08	319,844.44	4.744	A-	4.762	1,420	05/21/2030
857477DA8	91945	STATE STREET CORP - CORP		04/24/2025	155,000.00	155,108.81	155,000.00	4.543	A	4.543	663	04/24/2028
87612EBU9	92012	TARGET CORP - CORP		06/10/2025	115,000.00	115,073.83	114,999.25	4.350	N/A	4.350	715	06/15/2028
882508CE2	91218	TEXAS INSTRUMENTS INC - CORP		02/08/2024	350,000.00	350,723.10	349,954.99	4.600	A+	4.623	222	02/08/2027
89788JAF6	92054	TRUIST FINANCIAL - CORP		07/24/2025	250,000.00	249,741.25	250,000.00	4.420	A	4.420	754	07/24/2028
89788JAH2	92228	TRUIST FINANCIAL - CORP		10/23/2025	435,000.00	430,035.78	435,000.00	4.136	A	4.136	1,210	10/23/2029
90261AAD4	91763	UBS AG STAMFORD CT - CORP		01/10/2025	250,000.00	250,681.75	250,000.00	4.864	A+	4.864	558	01/10/2028
91324PEY4	91293	UNITED HEALTH - CORP		03/21/2024	600,000.00	601,935.60	598,924.20	4.600	A+	4.846	288	04/15/2027
904764BU0	91489	UNILEVER CAPITAL - CORP		08/12/2024	160,000.00	160,133.28	159,841.38	4.250	N/A	4.346	407	08/12/2027
95000U3T8	91939	WELLS FARGO & COMPANY - CORP		04/23/2025	235,000.00	236,205.08	235,000.00	4.970	BBB+	4.970	1,027	04/23/2029
95000U4A8	92177	WELLS FARGO & COMPANY - CORP		09/15/2025	425,000.00	419,163.05	425,000.00	4.078	BBB+	4.078	1,172	09/15/2029
		Subtotal and Average	**20,855,868.53**		**20,900,000.00**	**20,856,421.51**	**20,896,245.09**			**4.438**	**796**	
Pass Through Securities (GNMA/CMO)												
02007WAC2	90886	ALLYA - ABS		07/19/2023	46,835.25	47,002.08	46,827.27	5.460	N/A	5.530	684	05/15/2028
02582JKH2	91356	AMERICAN EXPRESS CREDIT - ABS		04/23/2024	670,000.00	675,588.47	669,862.65	5.230	AAA	5.287	1,020	04/16/2029
02589BAE0	91464	AMERICAN EXPRESS CREDIT - ABS		07/23/2024	280,000.00	281,308.72	279,987.29	4.650	AAA	4.695	1,111	07/16/2029
02582JKV1	92051	AMERICAN EXPRESS CREDIT - ABS		07/22/2025	285,000.00	284,705.31	284,958.93	4.300	AAA	4.344	1,475	07/15/2030
05522RDH8	91148	BofA CC - ABS		12/14/2023	145,000.00	145,464.00	144,980.53	4.980	AAA	5.037	868	11/15/2028
05522RDJ4	91420	BofA CC - ABS		06/13/2024	310,000.00	312,031.12	309,982.61	4.930	AAA	5.310	1,049	05/15/2029
05522RDL9	92589	BofA CC - ABS		05/14/2026	405,000.00	403,700.76	404,959.26	4.220	N/A	4.261	1,749	04/15/2031
096919AD7	91409	BMWOT - ABS		06/11/2024	207,986.79	209,044.40	207,955.19	5.180	AAA	5.243	971	02/26/2029
161571HV9	91210	CHASE INSURANCE TRUST - ABS		01/31/2024	650,000.00	651,441.70	649,901.01	4.600	AAA	4.650	930	01/16/2029
14041NGE5	91577	CAPITAL ONE - ABS		09/24/2024	395,000.00	393,572.47	394,922.90	3.920	AAA	3.959	1,174	09/17/2029
14041NGF2	92178	CAPITAL ONE - ABS		09/16/2025	300,000.00	296,601.00	299,943.12	3.820	N/A	3.857	1,538	09/16/2030

PFM
Portfolio Management
Portfolio Details - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Pass Through Securities (GNMA/CMO)												
14043YAD7	92244	COPAR - ABS		11/05/2025	155,000.00	153,635.85	154,967.17	3.850	AAA	3.890	1,475	07/15/2030
3137BRQJ7	90622	FHMS - MBS		03/07/2023	62,543.59	62,378.73	58,160.65	2.570	N/A	6.932	24	07/25/2026
3137BRQJ7	90796	FHMS - MBS		05/23/2023	72,967.50	72,775.16	69,381.83	2.570	N/A	4.308	24	07/25/2026
3137FNWX4	91036	FHMS - MBS		10/11/2023	352.61	351.68	327.17	2.282	AA+	5.303	24	07/25/2026
3137F1G44	91383	FHMS - MBS		05/14/2024	450,000.00	445,975.65	428,994.14	3.243	AA+	4.966	298	04/25/2027
3137FBBX3	91430	FHMS - MBS		06/21/2024	450,000.00	444,498.75	429,292.97	3.244	AA+	4.813	420	08/25/2027
3137FBU79	91431	FHMS - MBS		06/21/2024	432,266.78	426,245.30	411,362.63	3.187	AAA	4.825	451	09/25/2027
3137FEZU7	91843	FHMS - MBS		03/07/2025	500,000.00	495,432.00	494,492.19	3.900	N/A	4.233	664	04/25/2028
3137F4X72	91844	FHMS - MBS		03/10/2025	594,811.66	587,786.34	584,425.69	3.650	AA+	4.234	604	02/25/2028
3137F2LJ3	91911	FHMS - MBS		04/11/2025	443,151.03	438,515.67	433,145.51	3.117	AA+	4.203	359	06/25/2027
3137FEBQ2	91918	FHMS - MBS		04/14/2025	550,000.00	542,713.60	538,914.06	3.444	AA+	4.201	542	12/25/2027
3137FGZT5	91932	FHMS - MBS		04/22/2025	550,000.00	544,473.05	544,521.48	3.926	AA+	4.212	725	06/25/2028
3137H14B9	91998	FHMS - MBS		05/28/2025	500,000.00	476,869.50	464,980.47	1.770	AA+	4.307	694	05/25/2028
3137FAWS3	92009	FHMS - MBS		06/09/2025	750,000.00	741,036.00	734,121.09	3.194	AA+	4.191	389	07/25/2027
3137FG6X8	92015	FHMS - MBS		06/11/2025	550,000.00	544,131.50	542,287.11	3.850	AA+	4.314	694	05/25/2028
31680EAD3	90929	FITAT - ABS		08/23/2023	164,060.71	164,769.94	164,050.54	5.530	AAA	5.657	776	08/15/2028
3136BTGM9	91743	FNA - MBS		12/17/2024	486,219.51	480,613.40	469,201.83	2.905	AA+	5.289	389	07/25/2027
3136B0YM2	91891	FNA - MBS		04/08/2025	380,549.65	372,377.73	369,757.50	3.003	AA+	4.073	573	01/25/2028
344928AD8	90673	FORDO - ABS		03/31/2023	27,678.80	27,709.88	27,675.91	4.650	AAA	4.700	594	02/15/2028
34532WAD7	92493	FORDO - ABS		03/24/2026	365,000.00	362,474.93	364,930.25	4.200	AAA	4.093	1,567	10/15/2030
34536DAD5	92634	FORDO - ABS		06/23/2026	450,000.00	449,827.65	449,984.25	4.390	AAA	4.432	1,700	02/25/2031
362583AD8	90719	GMCAR - ABS		04/12/2023	18,348.94	18,362.13	18,348.44	4.470	AAA	4.513	595	02/16/2028
379930AD2	91035	GMCAR - ABS		10/11/2023	64,261.87	64,668.26	64,248.67	5.780	AAA	5.858	777	08/16/2028
438123AC5	91070	HONDA AUTO RECEIVABLES - ABS		11/08/2023	35,031.99	35,247.61	35,025.82	5.670	AAA	5.745	721	06/21/2028
43814YAD3	92588	HONDA AUTO RECEIVABLES - ABS		05/13/2026	585,000.00	583,676.15	584,983.09	4.130	AAA	4.340	1,598	11/15/2030
437927AC0	90806	HAROT - ABS		05/30/2023	40,350.15	40,415.56	40,343.61	4.930	AAA	4.713	502	11/15/2027
448976AD2	91620	HART - ABS		10/16/2024	270,000.00	270,260.55	269,980.24	4.410	AAA	4.464	1,049	05/15/2029
44935CAD3	91845	HART - ABS		03/12/2025	540,000.00	540,315.36	539,920.35	4.320	AAA	4.366	1,202	10/15/2029
44935KAD5	92631	HART - ABS		06/17/2026	320,000.00	320,870.72	319,961.38	4.510	AAA	4.556	1,693	02/18/2031
41285JAD0	90593	HDMOT - ABS		02/23/2023	6,109.85	6,113.72	6,109.23	5.050	N/A	5.108	532	12/15/2027
58770AAC7	90553	MERCEDES BENZ AUTO - ABS		01/25/2023	5,917.48	5,920.93	5,916.77	4.510	AAA	4.558	502	11/15/2027
58773DAD6	91786	MERCEDES BENZ AUTO - ABS		01/23/2025	380,000.00	381,711.90	379,919.17	4.780	N/A	4.939	1,265	12/17/2029
58769MAD2	92600	MERCEDES BENZ AUTO - ABS		05/20/2026	460,000.00	459,269.06	459,899.81	4.360	AAA	4.410	1,567	10/15/2030
65480JAC4	90343	NAROT - ABS		09/28/2022	499.75	499.85	499.65	4.460	AAA	4.511	320	05/17/2027
65479UAD0	91392	NAROT - ABS		05/22/2024	373,250.28	375,215.82	373,215.42	5.280	N/A	5.855	898	12/15/2028
65481GAD7	91994	NAROT - ABS		05/27/2025	495,000.00	496,254.83	494,904.96	4.490	N/A	4.745	1,265	12/17/2029
65479YAD2	92612	NAROT - ABS		05/27/2026	460,000.00	460,557.52	459,959.29	4.470	N/A	4.516	1,629	12/16/2030
73328FAD0	92626	PILOT - ABS		06/12/2026	205,000.00	204,853.43	204,994.83	4.410	AAA	4.452	1,146	08/20/2029

PFM
Portfolio Management
Portfolio Details - Investments
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Pass Through Securities (GNMA/CMO)												
89240QAD7	92557	TAOT 2026 B A3 - ABS		04/21/2026	355,000.00	353,032.59	354,925.13	4.130	AAA	4.175	1,629	12/16/2030
891940AC2	90565	TOYOTA AUTO REC - ABS		01/30/2023	17,142.55	17,156.54	17,142.54	4.630	AAA	4.675	441	09/15/2027
891941AD8	90797	TOYOTA AUTO REC - ABS		05/23/2023	70,458.62	70,576.78	70,454.68	4.710	N/A	5.147	594	02/15/2028
89240JAD3	91792	TOYOTA AUTO REC - ABS		01/29/2025	310,000.00	311,031.06	309,987.57	4.640	N/A	4.687	1,141	08/15/2029
92868MAD1	91872	VOLKSWAGEN AUTO LOAN - ABS		03/25/2025	375,000.00	375,814.50	374,987.25	4.500	N/A	4.500	1,146	08/20/2029
92869QAD1	92275	VOLKSWAGEN AUTO LOAN - ABS		11/25/2025	150,000.00	148,744.05	149,974.83	3.920	AAA	3.960	1,358	03/20/2030
92868CAD3	92492	VOLKSWAGEN AUTO LOAN - ABS		03/24/2026	650,000.00	647,371.40	649,968.41	4.170	AAA	4.209	993	03/20/2029
92348KFC2	92459	VZMT - ABS		03/13/2026	765,000.00	759,489.71	764,893.51	3.940	AAA	4.381	1,695	02/20/2031
92970QAE5	91631	WFCIT - ABS		10/24/2024	235,000.00	235,180.95	234,965.08	4.290	AAA	4.335	1,202	10/15/2029
92970QAJ4	92013	WFCIT - ABS		06/10/2025	285,000.00	285,160.17	284,995.27	4.340	AAA	4.380	1,414	05/15/2030
92970QAK1	92570	WFCIT - ABS		04/27/2026	650,000.00	645,336.25	649,908.87	4.080	N/A	4.120	1,749	04/15/2031
		Subtotal and Average	**19,480,283.57**		**19,750,795.36**	**19,648,159.74**	**19,549,689.07**			**4.515**	**1,048**	
		Total and Average	**88,040,228.97**		**88,140,795.36**	**87,571,908.20**	**87,853,050.27**			**4.143**	**848**	

PFM
Portfolio Management
Portfolio Details - Cash
June 30, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
		Average Balance	0.00								0
		Total Cash and Investments	88,040,228.97		88,140,795.36	87,571,908.20	87,853,050.27			4.143	848

SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

B.2. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

CONTRA COSTA COUNTY
AS OF JUNE 30, 2026

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CALIFORNIA STATE LOCAL AGENCY INVESTMENT ACCOUNTS	STATE CONTROLLER ACCOUNT NUMBER	ACCOUNT BALANCE	ESTIMATED[1] FAIR VALUE
ACALANES UNION HIGH SCHOOL	75-07-010	14,370,637.86	14,354,433.27
ANTIOCH UNIFIED SCHOOL DISTRICT	75-07-005	1,028,628.29	1,027,468.39
BRENTWOOD UNION SCHOOL DISTRICT	75-07-013	9,670,544.28	9,659,639.60
BYRON UNION SCHOOL DISTRICT	75-07-017	206,068.50	205,836.13
CANYON ELEMENTARY SCHOOL DISTRICT	75-07-018	181,475.01	181,270.38
CCC REDEVELOPMENT AGENCY	65-07-015	0.04	0.04
CONTRA COSTA COMMUNITY COLLEGE	75-07-001	780,918.62	780,038.04
CONTRA COSTA COUNTY SCHOOL INSURANCE GROUP	35-07-001	2,778,547.16	2,775,414.02
CONTRA COSTA COUNTY OFFICE OF EDUCATION	75-07-007	1,596,090.31	1,594,290.53
CONTRA COSTA COUNTY	99-07-000	75,000,000.00	74,915,428.65
CROCKETT COMMUNITY SERVICES DISTRICT	16-07-004	2,285,233.16	2,282,656.29
DELTA DIABLO SANITATION DISTRICT	70-07-003	90,374.66	90,272.75
EAST CONTRA COSTA REG FEE & FINANCING AUTH	40-07-006	1,250,818.05	1,249,407.61
LAFAYETTE SCHOOL DISTRICT	75-07-012	2,049,317.52	2,047,006.67
MARTINEZ UNIFIED SCHOOL DISTRICT	75-07-011	22,454,188.21	22,428,868.46
MORAGA ORINDA FIRE DISTRICT	17-07-003	6,431,804.81	6,424,552.19
MORAGA SCHOOL DISTRICT	75-07-016	3,328.65	3,324.90
MT DIABLO UNIFIED SCHOOL DISTRICT	75-07-008	4,265,049.18	4,260,239.83
MT VIEW SANITARY DISTRICT	70-07-008	12,926,966.28	12,912,389.60
OAKLEY UNION SCHOOL DISTRICT	75-07-009	307,789.46	307,442.39
ORINDA UNION SCHOOL DISTRICT	75-07-015	2,735,881.97	2,732,796.94
PITTSBURG UNIFIED SCHOOL DISTRICT	75-07-002	1,257.55	1,256.13
RECLAMATION DISTRICT 799	60-07-001	33,621.95	33,584.04
RECLAMATION DISTRICT 800	60-07-003	995,113.64	993,991.53
RECLAMATION DISTRICT 2026	60-07-005	9,088.15	9,077.90
RECLAMATION DISTRICT 2137	60-07-006	511,463.93	510,887.19
RODEO SANITARY DISTRICT	70-07-010	2,328,989.72	2,326,363.51
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT	75-07-004	298,234.48	297,898.19
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT	75-07-014	26,165,065.54	26,135,561.34
	TOTAL	190,756,496.98	190,541,396.52

1. Calculated based on LAIF Fair Vaule Factor. Information only.

PMIA/LAIF Performance Report as of 07/15/26

Quarterly Performance Quarter Ended 06/30/26

LAIF Apportionment Rate[2]:	3.92
LAIF Earnings Ratio[2]:	0.00010743238142967
LAIF Administrative Cost[1]*:	TBD
LAIF Fair Value Factor[1]:	0.998872382
PMIA Daily[1]:	3.83
PMIA Quarter to Date[1]:	3.81
PMIA Average Life[1]:	269

PMIA Average Monthly Effective Yields[1]

June	**3.816**
May	3.810
April	3.811
March	3.826
February	3.871
January	3.931

Pooled Money Investment Account Monthly Portfolio Composition [1] 06/30/26 $193.1 billion

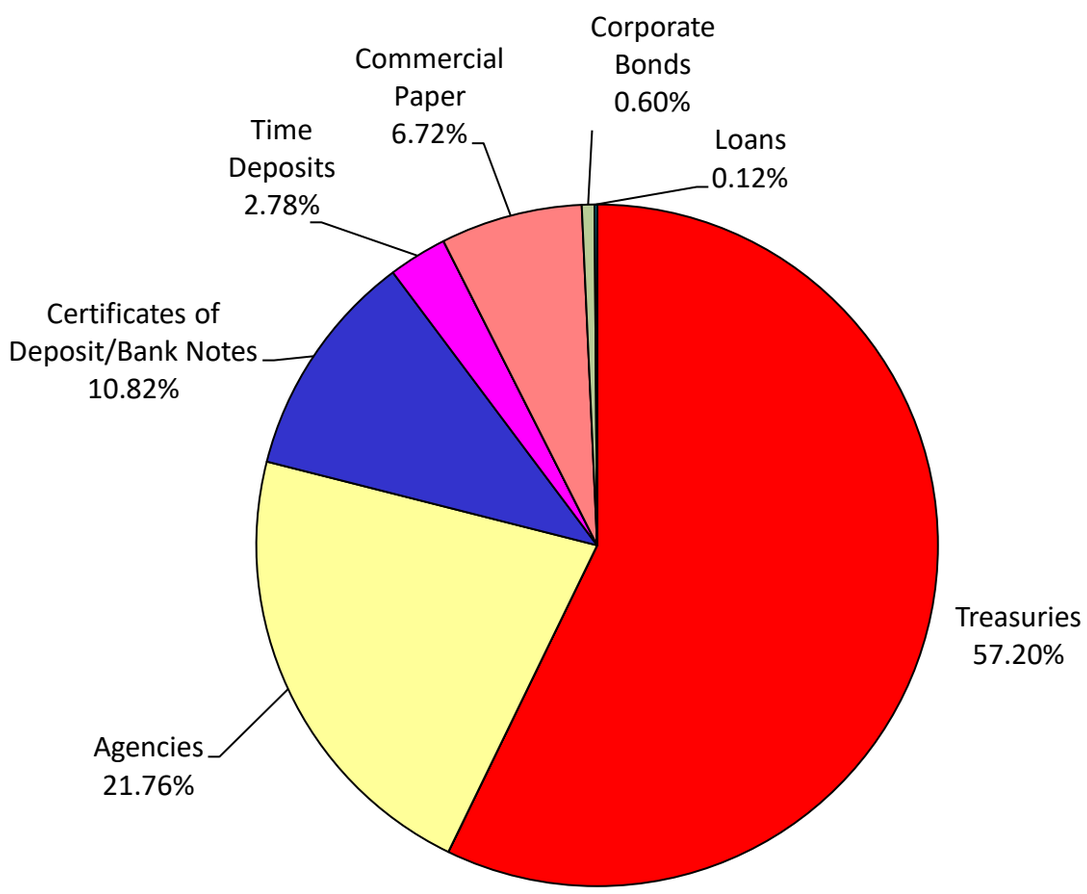

Chart does not include $749,000.00 in mortgages, which equates to 0.0004%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

ASSET MANAGEMENT FUNDS

B.3. ALLSPRING
B.4. CAMP
B.5. CalTRUST (LIQUIDITY)
B.6. US BANK

Allspring

Allspring GAAP

30 June 2026

Contra Costa County
Investment Strategy: Global Liquidity Solutions

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Table of Contents

Risk Summary (Contra Costa County)	*1 - 4*
Performance Summary Gross of Fees (Contra Costa County)	*5 - 6*
Performance Summary Net of Fees (Contra Costa County)	*7 - 8*
GAAP FX Financials (Contra Costa County)	*9 - 11*
Income Detail (Contra Costa County)	*12 - 16*
Balance Sheet Classification (Contra Costa County)	*17 - 23*

*Additional information will be provided upon request.

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Risk Summary

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Balance Sheet

Book Value + Accrued	44,390,230.22
Net Unrealized Gain/Loss	-87,232.22
Market Value + Accrued	44,302,998.00

Portfolio Characteristics

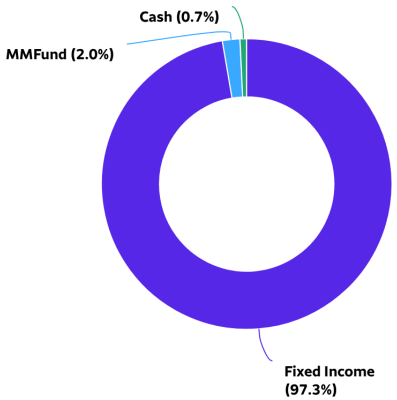
Risk Metric	Value
Cash	323,971.25
MMFund	863,757.19
Fixed Income	43,115,269.56
Duration	0.698
Convexity	0.010
WAL	0.728
Years to Final Maturity	1.098
Years to Effective Maturity	0.718
Yield	3.917
Book Yield	3.970
Avg Credit Rating	AA/Aa2/AA

Issuer Concentration

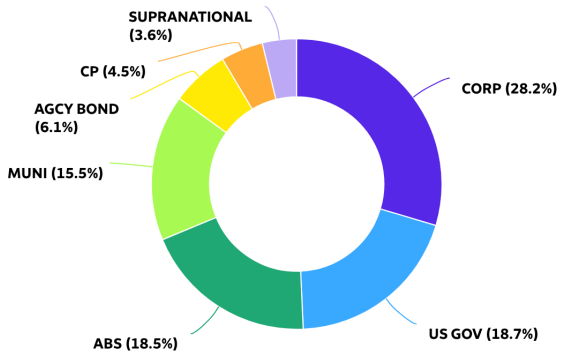
Issuer Concentration	% of Base Market Value + Accrued
Other	63.44%
United States	18.70%
Federal Home Loan Banks	6.13%
Toyota Motor Corporation	2.61%
San Diego Unified School District	2.30%
Oakland Unified School District, California	2.28%
State of New York	2.27%
Successor Agency to the San Jose Redevelopment Agency	2.26%
---	100.00%

Footnotes: 1,2

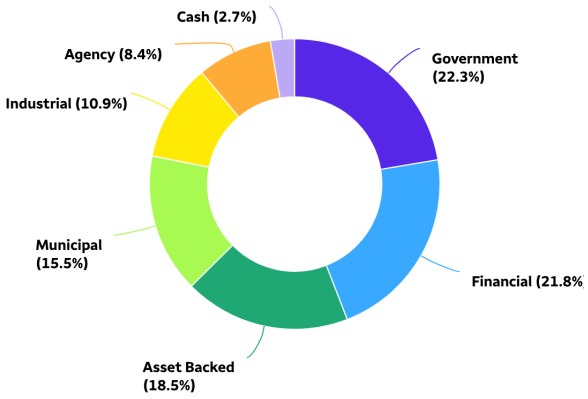
Asset Class (%)



Security Type (%)



Market Sector (%)



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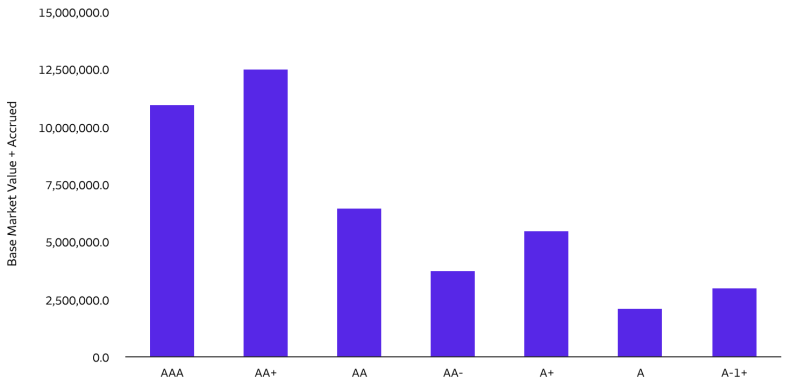
Risk Summary

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

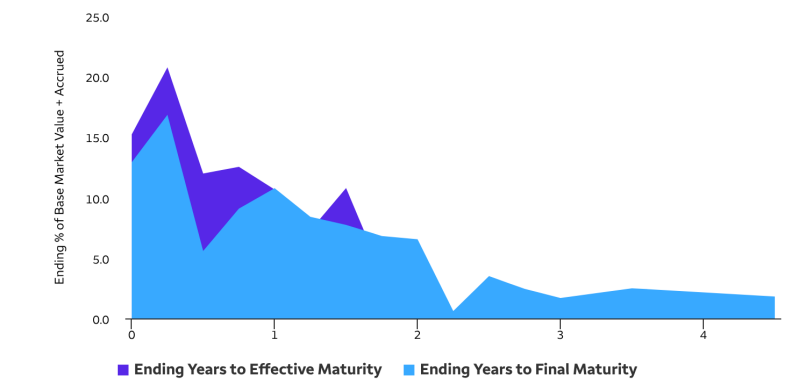
Credit Rating



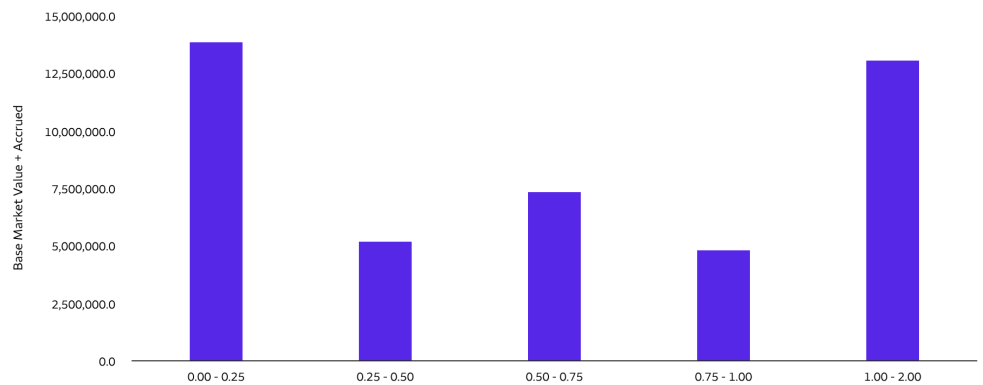
Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	27.21%	4.31%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
AA	29.26%	22.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
A	14.01%	3.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BBB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CCC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
NA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Time To Maturity



Duration



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Risk Summary

US Dollar

01 April 2026 to 30 June 2026

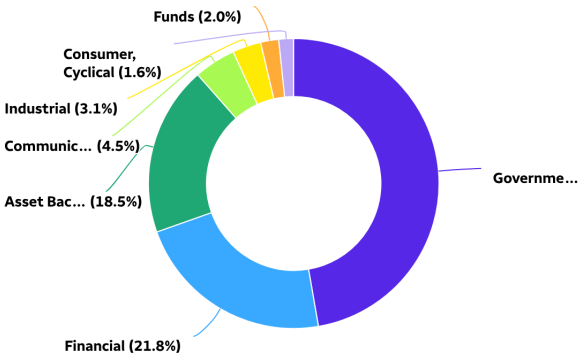
Contra Costa County

Account: XXX235

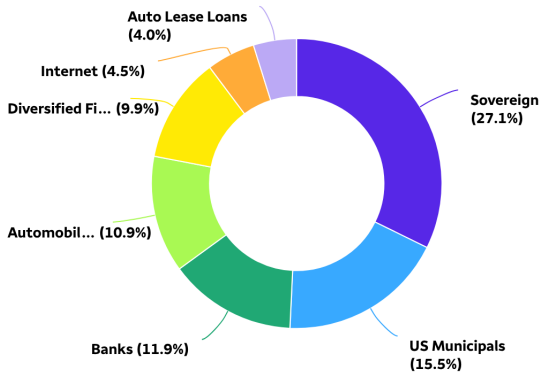
Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

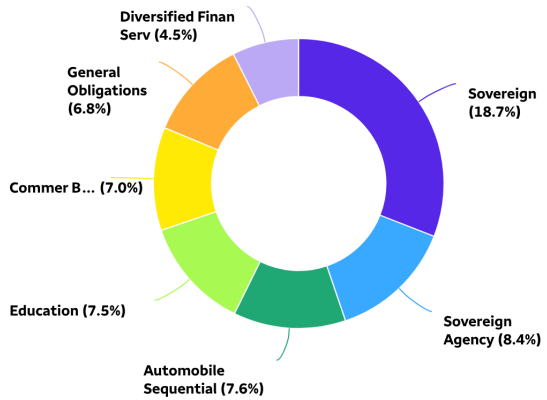
Industry Sector



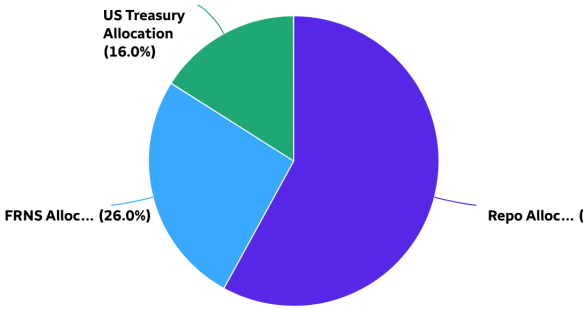
Industry Group



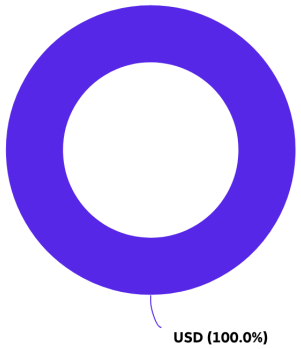
Industry Subgroup



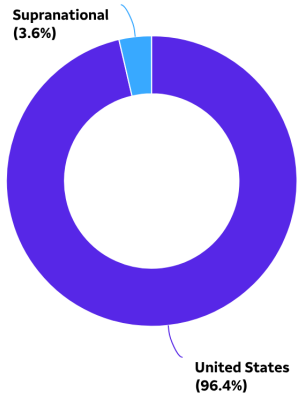
MMF Asset Allocation



Currency



Country



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Risk Summary

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

1: * Grouped by: Issuer Concentration. 2: * Groups Sorted by: % of Base Market Value + Accrued.

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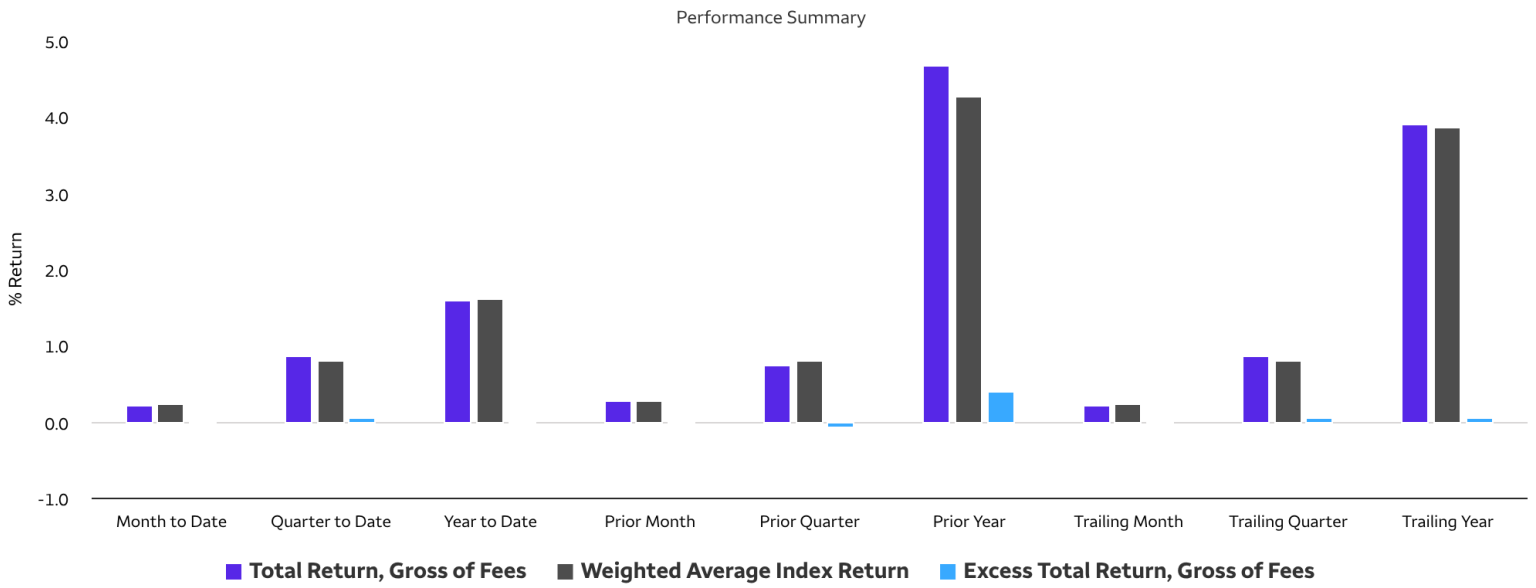
Performance Summary Gross of Fees

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Gross of Fees	Weighted Average Index Return	Excess Total Return, Gross of Fees
Month to Date	06/01/2026	06/30/2026	0.22%	0.24%	-0.02%
Quarter to Date	04/01/2026	06/30/2026	0.86%	0.81%	0.06%
Year to Date	01/01/2026	06/30/2026	1.60%	1.62%	-0.02%
Prior Month	05/01/2026	05/31/2026	0.29%	0.28%	0.01%
Prior Quarter	01/01/2026	03/31/2026	0.74%	0.81%	-0.07%
Prior Year	01/01/2025	12/31/2025	4.67%	4.28%	0.39%
Trailing Month	06/01/2026	06/30/2026	0.22%	0.24%	-0.02%
Trailing Quarter	04/01/2026	06/30/2026	0.86%	0.81%	0.06%
Trailing Year	07/01/2025	06/30/2026	3.91%	3.86%	0.06%

Account	Index	Index Start Date	Index End Date
Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

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Performance Summary Gross of Fees

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Gross of Fees (includes trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

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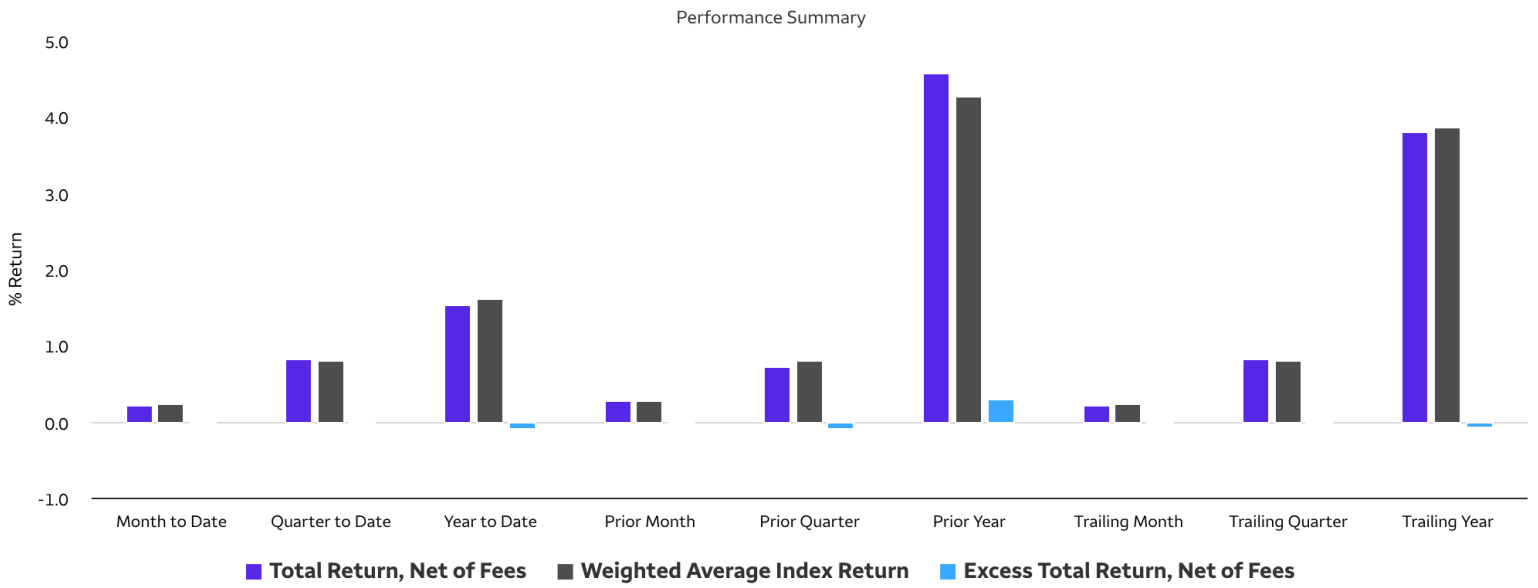
Performance Summary Net of Fees

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Net of Fees	Weighted Average Index Return	Excess Total Return, Net of Fees
Month to Date	06/01/2026	06/30/2026	0.22%	0.24%	-0.03%
Quarter to Date	04/01/2026	06/30/2026	0.81%	0.81%	0.01%
Year to Date	01/01/2026	06/30/2026	1.54%	1.62%	-0.08%
Prior Month	05/01/2026	05/31/2026	0.28%	0.28%	0.00%
Prior Quarter	01/01/2026	03/31/2026	0.72%	0.81%	-0.09%
Prior Year	01/01/2025	12/31/2025	4.57%	4.28%	0.29%
Trailing Month	06/01/2026	06/30/2026	0.22%	0.24%	-0.03%
Trailing Quarter	04/01/2026	06/30/2026	0.81%	0.81%	0.01%
Trailing Year	07/01/2025	06/30/2026	3.80%	3.86%	-0.06%

Account	Index	Index Start Date	Index End Date
Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

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Performance Summary Net of Fees

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

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GAAP FX Financials

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Balance Sheet	*Contra Costa County*	
As of:	*03/31/2026*	*06/30/2026*
Book Value	44,121,244.71	44,040,455.89
Accrued Balance	278,355.99	349,774.32
Book Value + Accrued	44,399,600.70	44,390,230.22
Net FX Unrealized Accrued Gain/Loss	0.00	0.00
Net FX Unrealized Carrying Value Security Gain/Loss	0.00	0.00
Net Market Unrealized Carrying Value Gain/Loss	-16,090.46	-87,232.22
Carrying Value and Accrued	44,383,510.25	44,302,998.00

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GAAP FX Financials

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Income Statement	*Contra Costa County*	
	Begin Date *End Date*	*04/01/2026* *06/30/2026*
Net Amortization/Accretion Income		28,642.68
Interest Income	412,178.64	
Dividend Income	0.00	
Foreign Tax Withheld Expense	0.00	
Misc Income	10,591.95	
Net Market Allowance Expense	0.00	
Net FX Allowance Expense	0.00	
Income Subtotal		422,770.59
Net FX Realized Gain/Loss	0.00	
Net Market Realized Gain/Loss	0.00	
Net Total Holding Gain/Loss	0.00	
Total Impairment Loss	0.00	
Net Total Gain/Loss		0.00
Expense	-21,188.21	
Net Income		430,225.06
Transfers In/Out		-439,595.55
Change in FX Unrealized Gain/Loss		0.00
Change in Market Unrealized Gain/Loss		-71,141.76

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GAAP FX Financials

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Statement of Cash Flows	Contra Costa County	
	Begin Date *End Date*	*04/01/2026* *06/30/2026*
Net Income		430,225.06
Amortization/Accretion on MS	-18,158.24	
Change in Accrued on MS	-60,938.02	
Net Gain/Loss on MS	0.00	
Change in Unrealized G/L on CE	22.46	
Subtotal		-79,073.80
Purchase of MS	-7,206,513.66	
Purchased Accrued of MS	-10,480.31	
Sales of MS	2,466,117.75	
Sold Accrued of MS	0.00	
Maturities of MS	5,181,000.00	
Net Purchases/Sales		430,123.78
Transfers of Cash & CE		-439,595.55
Total Change in Cash & CE		341,679.49
Beginning Cash & CE		1,838,972.25
Ending Cash & CE		2,180,651.74

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Income Detail

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
007903BH9 ADVANCED MICRO DEVICES INC	700,000.00 4.21	09/24/2026 09/24/2026	0.00 03/24/2025	7,371.00 0.00	0.00	0.00 7,371.00
94975P405 ALLSPRING:GOVT MM I	863,757.19 3.53	06/30/2026 06/30/2026	0.00 ---	11,716.13 0.00	0.00	0.00 11,716.13
02008PAB8 ALLYA 2026-1 A2	600,000.00 3.91	01/24/2027 11/15/2028	0.00 03/10/2026	5,865.00 2.72	0.00	0.00 5,867.72
023135DB9 AMAZON.COM INC	650,000.00 3.85	03/13/2028 03/13/2028	0.00 04/02/2026	6,186.74 291.27	0.00	0.00 6,478.01
02582JKM1 AMXCA 2025-1 A	750,000.00 4.56	12/13/2027 12/17/2029	0.00 04/06/2026	8,075.00 -925.46	0.00	0.00 7,149.54
04821UD74 Atlantic Asset Securitization Corp.	0.00 0.00	04/07/2026 04/07/2026	0.00 02/03/2026	0.00 620.00	0.00	0.00 620.00
04821UFF4 Atlantic Asset Securitization Corp.	0.00 0.00	06/15/2026 06/15/2026	0.00 04/22/2026	0.00 5,730.00	0.00	0.00 5,730.00
05522RDG0 BACCT 2023-1 A	0.00 4.79	05/15/2026 05/15/2026	0.00 05/27/2025	4,390.83 -317.70	0.00	0.00 4,073.13
06428CAA2 BANK OF AMERICA NA	800,000.00 5.53	07/18/2026 08/18/2026	0.00 07/21/2025	11,052.00 -2,373.04	0.00	0.00 8,678.96
06406FAE3 BANK OF NEW YORK MELLON CORP	850,000.00 2.45	08/17/2026 08/17/2026	0.00 01/24/2025	5,206.25 4,164.69	0.00	0.00 9,370.94
05611UAD5 BMWLT 2024-1 A3	0.00 4.98	05/25/2026 03/25/2027	0.00 04/17/2025	579.36 -64.48	0.00	0.00 514.88
096912AD2 BMWLT 2025-1 A3	350,000.00 4.43	04/27/2027 06/26/2028	0.00 04/20/2026	3,057.92 -242.09	0.00	0.00 2,815.82
13063D3N6 CALIFORNIA STATE	500,000.00 4.85	03/01/2027 03/01/2027	0.00 04/27/2026	4,307.56 -844.16	0.00	0.00 3,463.40
13068XLH0 CALIFORNIA STATE PUBLIC WORKS BOARD	0.00 5.00	04/01/2026 04/01/2026	0.00 04/11/2024	0.00 0.00	0.00	0.00 0.00
14290DAB7 CARMX 2024-4 A2A	0.00 4.67	06/17/2026 12/15/2027	0.00 01/30/2025	370.40 -21.31	0.00	0.00 349.09
14320XAB7 CARMX 2026-1 A2A	400,000.00 3.87	02/13/2027 04/16/2029	0.00 01/28/2026	3,870.00 4.69	0.00	0.00 3,874.69
CCYUSD Cash	321,299.14 0.00	06/30/2026 06/30/2026	-439,595.55 ---	0.00 0.00	0.00	-21,188.21 -10,596.26
14913R2G1 CATERPILLAR FINANCIAL SERVICES CORP	700,000.00 1.10	09/14/2027 09/14/2027	0.00 10/06/2025	1,925.00 4,447.30	0.00	0.00 6,372.30
17325FBC1 CITIBANK NA	750,000.00 5.49	11/04/2026 12/04/2026	0.00 09/02/2025	10,290.00 -2,533.86	0.00	0.00 7,756.14
14043YAB1 COPAR 2025-1 A2A	607,037.37 3.88	12/02/2026 01/16/2029	0.00 11/05/2025	6,749.44 8.02	0.00	0.00 6,757.46
14689CAB8 CRVNA 2026-P2 A2	750,000.00 4.40	05/12/2027 08/10/2029	0.00 05/27/2026	3,116.67 1.75	0.00	0.00 3,118.42

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Income Detail

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Allspring

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
254683CY9 DCENT 2023-1 A	0.00 4.31	03/16/2026 03/16/2026	0.00 06/25/2024	89.79 17.09	0.00	0.00 106.89
254683CY9 DCENT 2023-1 A	0.00 4.31	03/16/2026 03/16/2026	0.00 06/25/2024	-89.79 -17.09	0.00	0.00 -106.89
313313VA3 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 0.00	04/02/2026 04/02/2026	0.00 06/02/2025	0.00 111.67	0.00	0.00 111.67
3130B6R24 FEDERAL HOME LOAN BANKS	0.00 3.88	06/04/2027 06/04/2027	0.00 06/13/2025	4,746.88 82.64	0.00	0.00 4,829.52
3130B82L5 FEDERAL HOME LOAN BANKS	500,000.00 3.50	10/04/2027 10/04/2027	0.00 10/09/2025	4,375.00 127.40	0.00	0.00 4,502.40
3130B5K64 FEDERAL HOME LOAN BANKS	1,000,000.00 4.00	03/10/2027 03/10/2027	0.00 03/14/2025	10,000.00 127.85	0.00	0.00 10,127.85
3130B6R24 FEDERAL HOME LOAN BANKS	700,000.00 3.88	06/04/2027 06/04/2027	0.00 06/13/2025	2,034.38 34.86	0.00	0.00 2,069.24
3130BB3J2 FEDERAL HOME LOAN BANKS	500,000.00 4.13	06/01/2028 06/01/2028	0.00 06/12/2026	1,088.54 9.24	0.00	0.00 1,097.78
313397F71 FEDERAL HOME LOAN MORTGAGE CORP	1,000,000.00 0.00	09/14/2026 09/14/2026	0.00 02/03/2026	0.00 8,859.86	0.00	0.00 8,859.86
345290AD2 FORDL 2024-A A3	0.00 5.06	04/15/2026 05/15/2027	0.00 01/24/2024	50.26 -0.45	0.00	0.00 49.82
345282AD9 FORDL 2025-A A3	500,000.00 4.72	01/04/2027 06/15/2028	0.00 12/18/2025	5,900.01 -762.83	0.00	0.00 5,137.18
34532UAB5 FORDO 2024-C A2A	3,667.97 4.32	07/14/2026 08/15/2027	0.00 09/20/2024	442.92 0.53	0.00	0.00 443.44
36269WAD1 GMALT 2024-2 A3	49,731.62 5.39	07/20/2026 07/20/2027	0.00 02/24/2025	1,817.38 -513.08	0.00	0.00 1,304.30
36267KAD9 GMCAR 2023-3 A3	145,114.43 5.45	10/22/2026 06/16/2028	0.00 08/27/2025	2,400.13 -469.80	0.00	0.00 1,930.34
38151LAG5 GOLDMAN SACHS BANK USA	0.00 5.41	05/21/2026 05/21/2027	0.00 06/03/2025	4,511.67 -583.81	0.00	0.00 3,927.86
38151LAG5 GOLDMAN SACHS BANK USA	0.00 5.41	05/21/2026 05/21/2027	0.00 06/03/2025	0.00 0.00	0.00	0.00 0.00
38346ME83 Gotham Funding Corporation	0.00 0.00	05/08/2026 05/08/2026	0.00 04/07/2026	0.00 3,272.22	0.00	0.00 3,272.22
38346MJ47 Gotham Funding Corporation	1,000,000.00 0.00	09/04/2026 09/04/2026	0.00 06/23/2026	0.00 862.22	0.00	0.00 862.22
437930AC4 HAROT 2024-2 A3	341,352.93 5.27	02/10/2027 11/20/2028	0.00 05/22/2025	5,121.44 -961.61	0.00	0.00 4,159.83
43816DAC9 HAROT 2024-4 A3	425,251.25 4.33	03/05/2027 05/15/2029	0.00 05/22/2026	2,081.24 -101.30	0.00	0.00 1,979.94
448973AD9 HART 2024-A A3	256,318.98 4.99	01/07/2027 02/15/2029	0.00 08/21/2025	3,620.22 -669.08	0.00	0.00 2,951.13

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Income Detail

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
44935CAB7 HART 2025-A A2A	98,062.34 4.33	08/25/2026 12/15/2027	0.00 03/12/2025	1,500.82 0.81	0.00	0.00 1,501.63
44935XAD7 HART 2025-B A3	350,000.00 4.36	09/24/2027 12/17/2029	0.00 06/03/2026	1,186.89 -22.74	0.00	0.00 1,164.16
419792R73 HAWAII ST	500,000.00 3.89	10/01/2027 10/01/2027	0.00 04/30/2026	3,294.00 0.00	0.00	0.00 3,294.00
437076CZ3 HOME DEPOT INC	0.00 5.15	06/25/2026 06/25/2026	0.00 06/25/2024	8,411.67 90.47	0.00	0.00 8,502.14
4581X0DV7 INTER-AMERICAN DEVELOPMENT BANK	0.00 0.88	04/20/2026 04/20/2026	0.00 07/15/2024	522.31 2,081.16	0.00	0.00 2,603.47
459058LK7 INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	800,000.00 4.00	08/27/2026 08/27/2026	0.00 08/27/2024	8,000.00 115.68	0.00	0.00 8,115.68
45950KCX6 INTERNATIONAL FINANCE CORP	800,000.00 0.75	10/08/2026 10/08/2026	0.00 12/15/2025	1,500.00 5,613.20	0.00	0.00 7,113.20
24422EXR5 JOHN DEERE CAPITAL CORP	0.00 4.90	06/11/2027 06/11/2027	0.00 08/13/2025	6,669.44 -1,312.91	0.00	0.00 5,356.53
24422EXR5 JOHN DEERE CAPITAL CORP	700,000.00 4.90	06/11/2027 06/11/2027	0.00 08/13/2025	1,905.56 -369.84	0.00	0.00 1,535.72
46647PDW3 JPMORGAN CHASE & CO	825,000.00 6.07	10/22/2026 10/22/2027	0.00 11/20/2025	12,519.38 -3,823.02	0.00	0.00 8,696.36
544647KX7 LOS ANGELES CALIF UNI SCH DIST	800,000.00 4.38	07/01/2027 07/01/2027	0.00 05/13/2025	8,764.00 0.00	0.00	0.00 8,764.00
57636QBJ2 MASTERCARD INC	650,000.00 4.33	06/08/2028 06/08/2028	0.00 06/23/2026	624.73 13.58	0.00	0.00 638.31
58769GAD5 MBALT 2024-B A3	323,375.20 4.23	12/02/2026 02/15/2028	0.00 08/19/2025	3,985.80 -22.66	0.00	0.00 3,963.13
58768PAC8 MBART 2022-1 A3	1,751.21 5.21	07/14/2026 08/16/2027	0.00 06/26/2023	221.18 7.93	0.00	0.00 229.11
30303M8G0 META PLATFORMS INC	700,000.00 3.50	08/15/2027 08/15/2027	0.00 10/31/2025	6,125.00 462.39	0.00	0.00 6,587.39
61761J3R8 MORGAN STANLEY	800,000.00 3.13	07/27/2026 07/27/2026	0.00 10/24/2024	6,250.00 2,605.35	0.00	0.00 8,855.35
65481RAB7 NALT 2025-B A2A	398,089.80 4.44	01/06/2027 03/15/2028	0.00 07/29/2025	4,803.55 3.03	0.00	0.00 4,806.59
65481RAB7 NALT 2025-B A2A	159,235.92 4.44	01/06/2027 03/15/2028	0.00 10/06/2025	1,921.42 -249.40	0.00	0.00 1,672.02
65480JAC4 NAROT 2022-B A3	0.00 4.46	07/14/2026 05/17/2027	0.00 07/27/2023	169.03 66.48	0.00	0.00 235.51
65480JAC4 NAROT 2022-B A3	0.00 4.46	07/14/2026 05/17/2027	0.00 09/21/2023	31.69 13.63	0.00	0.00 45.33
65480JAC4 NAROT 2022-B A3	999.50 4.46	07/14/2026 05/17/2027	0.00 07/27/2023	46.32 17.43	0.00	0.00 63.75

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Income Detail

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County

Account: XXX235

Investment Strategy: Global Liquidity Solutions

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
65480JAC4 NAROT 2022-B A3	187.41 4.46	07/14/2026 05/17/2027	0.00 09/21/2023	8.68 3.57	0.00	0.00 12.26
63743HFM9 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	700,000.00 4.80	01/05/2027 02/05/2027	0.00 01/23/2026	8,400.00 -1,833.90	0.00	0.00 6,566.10
64990KKT9 NEW YORK STATE DORMITORY AUTHORITY	1,000,000.00 3.65	03/15/2027 03/15/2027	0.00 03/18/2026	9,125.00 123.18	0.00	0.00 9,248.18
672325W86 OAKLAND CALIF UNI SCH DIST ALAMEDA CNTY	1,000,000.00 4.28	07/01/2026 07/01/2026	0.00 04/09/2026	9,758.00 0.00	0.00	0.00 9,758.00
67983UJ20 Old Line Funding, LLC	1,000,000.00 0.00	09/02/2026 09/02/2026	0.00 05/27/2026	0.00 3,675.00	0.00	0.00 3,675.00
CCYUSD Payable	0.00 0.00	06/30/2026 06/30/2026	0.00 ---	0.00 0.00	0.00	0.00 0.00
69353RFJ2 PNC BANK NA (DELAWARE)	700,000.00 3.25	01/22/2028 01/22/2028	0.00 03/03/2026	5,687.50 884.41	0.00	0.00 6,571.91
CCYUSD Receivable	2,672.11 0.00	06/30/2026 06/30/2026	0.00 ---	0.00 0.00	0.00	0.00 0.00
797356NW8 SAN DIEGO UNIFIED SCHOOL DISTRICT	1,000,000.00 4.08	07/01/2026 07/01/2026	0.00 09/19/2024	10,190.00 0.00	0.00	0.00 10,190.00
857477CD3 STATE STREET CORP	455,000.00 5.27	07/04/2026 08/03/2026	0.00 02/07/2025	5,996.90 -840.23	0.00	0.00 5,156.67
857477CD3 STATE STREET CORP	325,000.00 5.27	07/04/2026 08/03/2026	0.00 04/21/2025	4,283.50 -837.40	0.00	0.00 3,446.10
798170AK2 SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF TH	1,000,000.00 3.23	08/01/2027 08/01/2027	0.00 08/29/2025	8,065.00 1,613.89	0.00	0.00 9,678.89
89231CAE7 TAOT 2022-C A4	442,767.50 3.77	10/16/2026 02/15/2028	0.00 11/21/2024	4,962.71 1,681.01	0.00	0.00 6,643.73
891371AF3 TORRANCE CALIF JT PWRS FING AUTH LEASE REV	500,000.00 2.10	10/01/2026 10/01/2026	0.00 03/16/2026	2,631.25 2,220.13	0.00	0.00 4,851.38
89236TMJ1 TOYOTA MOTOR CREDIT CORP	700,000.00 4.55	08/07/2026 08/07/2026	0.00 10/03/2024	7,962.50 -1,088.48	0.00	0.00 6,874.02
91282CKY6 UNITED STATES TREASURY	0.00 4.63	06/30/2026 06/30/2026	0.00 08/15/2024	11,498.62 -1,511.10	0.00	0.00 9,987.52
91282CNL1 UNITED STATES TREASURY	0.00 3.75	06/30/2027 06/30/2027	0.00 07/11/2025	9,323.20 283.60	0.00	0.00 9,606.80
91282CFB2 UNITED STATES TREASURY	500,000.00 2.75	07/31/2027 07/31/2027	0.00 07/16/2025	3,456.49 1,431.42	0.00	0.00 4,887.91
91282CPL9 UNITED STATES TREASURY	500,000.00 3.38	11/30/2027 11/30/2027	0.00 12/05/2025	4,210.90 183.86	0.00	0.00 4,394.76
91282CPE5 UNITED STATES TREASURY	500,000.00 3.50	10/31/2027 10/31/2027	0.00 12/08/2025	4,350.30 97.60	0.00	0.00 4,447.90
91282CME8 UNITED STATES TREASURY	1,000,000.00 4.25	12/31/2026 12/31/2026	0.00 01/13/2025	10,681.79 228.05	0.00	0.00 10,909.84

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Income Detail

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
91282CMF5 UNITED STATES TREASURY	500,000.00 4.25	01/15/2028 01/15/2028	0.00 01/16/2026	5,341.85 -819.19	0.00	0.00 4,522.66
91282CPS4 UNITED STATES TREASURY	500,000.00 3.38	12/31/2027 12/31/2027	0.00 01/21/2026	4,241.30 258.20	0.00	0.00 4,499.50
91282CMF5 UNITED STATES TREASURY	1,000,000.00 4.25	01/15/2028 01/15/2028	0.00 02/02/2026	10,683.70 -1,717.43	0.00	0.00 8,966.27
91282CGP0 UNITED STATES TREASURY	1,000,000.00 4.00	02/29/2028 02/29/2028	0.00 02/12/2026	9,891.30 -1,161.10	0.00	0.00 8,730.20
91282CMV0 UNITED STATES TREASURY	1,000,000.00 3.88	03/31/2027 03/31/2027	0.00 04/24/2025	9,634.56 20.14	0.00	0.00 9,654.70
91282CQY0 UNITED STATES TREASURY	750,000.00 4.13	06/30/2028 06/30/2028	0.00 06/30/2026	84.07 -0.36	0.00	0.00 83.71
91282CNL1 UNITED STATES TREASURY	1,000,000.00 3.75	06/30/2027 06/30/2027	0.00 07/11/2025	101.90 3.15	0.00	0.00 105.05
91412HGF4 UNIVERSITY CALIF REVS	0.00 1.32	05/15/2027 05/15/2027	0.00 03/12/2026	804.22 1,456.92	0.00	0.00 2,261.15
91412HGF4 UNIVERSITY CALIF REVS	500,000.00 1.32	05/15/2027 05/15/2027	0.00 03/12/2026	840.78 1,556.26	0.00	0.00 2,397.04
91159HHN3 US BANCORP	700,000.00 2.38	07/22/2026 07/22/2026	0.00 11/06/2024	4,156.25 3,481.52	0.00	0.00 7,637.77
92868RAB4 VALET 2024-1 A2A	112,340.06 4.65	08/07/2026 11/22/2027	0.00 11/26/2024	2,305.60 0.93	0.00	0.00 2,306.52
92348KDR1 VZMT 2025-1 A	800,000.00 4.71	01/20/2028 01/21/2031	0.00 03/18/2026	9,420.00 -1,318.35	0.00	0.00 8,101.65
94988J6D4 WELLS FARGO BANK NA	655,000.00 5.45	07/09/2026 08/07/2026	0.00 07/03/2025	8,924.38 -2,090.21	0.00	0.00 6,834.16
98163VAD0 WOART 2022-D A3	32,196.34 5.61	07/22/2026 02/15/2028	0.00 05/03/2024	931.36 -18.67	0.00	0.00 912.69
981936AB3 WOART 2025-C A2A	272,809.77 4.19	10/24/2026 10/16/2028	0.00 08/13/2025	3,452.90 10.80	0.00	0.00 3,463.70
--- **---**	**44,068,018.03** **3.67**	**03/19/2027** **08/05/2027**	**-439,595.55** **---**	**412,178.64** **28,642.68**	**0.00**	**-21,188.21** **430,225.06**

* Weighted by: Ending Base Market Value + Accrued. * Holdings Displayed by: Lot.

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Balance Sheet Classification

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

CE

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
94975P405 ALLSPRING:GOVT MM I	863,757.19 1.0000	06/30/2026 3.53	06/30/2026	AAA Cash	3.53 3.53	863,757.19 863,757.19 0.00	863,757.19 0.00 863,757.19
CCYUSD Receivable	2,672.11 1.0000	06/30/2026 0.00	06/30/2026	AAA Cash	0.00 0.00	2,672.11 2,672.11 0.00	2,672.11 0.00 2,672.11
CCYUSD Cash	321,299.14 1.0000	06/30/2026 0.00	06/30/2026	AAA Cash	0.00 0.00	321,299.14 321,299.14 0.00	321,299.14 0.00 321,299.14
38346MJ47 Gotham Funding Corporation	1,000,000.00 99.2923	09/04/2026 0.00	09/04/2026	A-1+ Financial	3.91 3.85	992,132.22 992,994.44 -71.14	992,923.30 0.00 992,923.30
--- **---**	**2,187,728.44** **45.7558**	**07/30/2026** **1.40**	**07/30/2026**	**AAA** **---**	**3.18** **3.15**	**2,179,860.66** **2,180,722.88** **-71.14**	**2,180,651.74** **0.00** **2,180,651.74**

ST

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
91159HHN3 US BANCORP	700,000.00 99.8904	07/22/2026 2.38	07/22/2026	A Financial	4.46 4.25	676,165.00 699,196.57 36.43	699,233.00 7,342.71 706,575.71
61761J3R8 MORGAN STANLEY	800,000.00 99.9638	07/27/2026 3.13	07/27/2026	A+ Financial	4.49 3.61	781,648.00 799,255.61 455.15	799,710.76 10,694.44 810,405.20
06406FAE3 BANK OF NEW YORK MELLON CORP	850,000.00 99.8153	08/17/2026 2.45	08/17/2026	AA- Financial	4.50 3.90	823,913.50 847,849.01 580.71	848,429.72 7,751.53 856,181.25
91412HGF4 UNIVERSITY CALIF REVS	500,000.00 97.6630	05/15/2027 1.32	05/15/2027	AA Municipal	3.81 4.07	485,795.00 489,470.42 -1,155.42	488,315.00 840.78 489,155.78
891371AF3 TORRANCE CALIF JT PWRS FING AUTH LEASE REV	500,000.00 99.4640	10/01/2026 2.10	10/01/2026	AA Municipal	3.93 4.25	495,145.00 497,755.48 -435.48	497,320.00 2,631.25 499,951.25
45950KCX6 INTERNATIONAL FINANCE CORP	800,000.00 99.1351	10/08/2026 0.75	10/08/2026	AAA Government	3.63 4.01	781,680.00 793,893.33 -812.92	793,080.42 1,383.33 794,463.75
65480JAC4 NAROT 2022-B A3	999.50 100.0210	05/17/2027 4.46	07/14/2026	AAA Asset Backed	5.08 3.95	982.40 999.28 0.43	999.71 1.98 1,001.69

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Balance Sheet Classification

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
65480JAC4 NAROT 2022-B A3	187.41 100.0210	05/17/2027 4.46	07/14/2026	AAA Asset Backed	5.13 3.95	184.08 187.36 0.08	187.45 0.37 187.82
13063D3N6 CALIFORNIA STATE	500,000.00 100.4350	03/01/2027 4.85	03/01/2027	AA Municipal	3.87 4.17	504,000.00 503,155.84 -980.84	502,175.00 8,076.67 510,251.67
857477CD3 STATE STREET CORP	455,000.00 100.0104	08/03/2026 5.27	07/04/2026	AA- Financial	4.50 4.28	459,727.45 455,027.70 19.49	455,047.19 9,861.57 464,908.76
857477CD3 STATE STREET CORP	325,000.00 100.0104	08/03/2026 5.27	07/04/2026	AA- Financial	4.20 4.28	329,039.75 325,027.61 6.10	325,033.71 7,043.98 332,077.69
94988J6D4 WELLS FARGO BANK NA	655,000.00 100.1036	08/07/2026 5.45	07/09/2026	AA Financial	4.13 4.10	663,475.70 655,137.82 540.64	655,678.46 14,279.00 669,957.46
06428CAA2 BANK OF AMERICA NA	800,000.00 100.0791	08/18/2026 5.53	07/18/2026	AA Financial	4.30 3.69	809,440.00 800,443.31 189.85	800,633.16 16,332.40 816,965.56
17325FBC1 CITIBANK NA	750,000.00 100.4458	12/04/2026 5.49	11/04/2026	AA- Financial	4.08 4.15	761,917.50 753,508.42 -165.16	753,343.27 3,087.00 756,430.27
63743HFM9 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	700,000.00 100.2695	02/05/2027 4.80	01/05/2027	A Financial	3.72 4.26	706,993.00 703,788.71 -1,901.91	701,886.81 13,626.67 715,513.47
24422EXR5 JOHN DEERE CAPITAL CORP	700,000.00 100.5945	06/11/2027 4.90	06/11/2027	A+ Industrial	3.89 4.25	712,334.00 706,379.66 -2,218.11	704,161.54 1,905.56 706,067.10
89236TMJ1 TOYOTA MOTOR CREDIT CORP	700,000.00 100.0606	08/07/2026 4.55	08/07/2026	A+ Industrial	3.90 3.90	708,050.00 700,442.57 -18.13	700,424.44 12,740.00 713,164.44
459058LK7 INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	800,000.00 99.9972	08/27/2026 4.00	08/27/2026	AAA Government	4.06 3.99	799,072.00 799,927.54 49.67	799,977.21 11,022.22 810,999.43
797356NW8 SAN DIEGO UNIFIED SCHOOL DISTRICT	1,000,000.00 100.0000	07/01/2026 4.08	07/01/2026	AA Municipal	4.08 0.00	1,000,000.00 1,000,000.00 0.00	1,000,000.00 20,380.00 1,020,380.00
91282CME8 UNITED STATES TREASURY	1,000,000.00 100.1328	12/31/2026 4.25	12/31/2026	AA+ Government	4.35 3.98	998,203.13 999,541.38 1,786.75	1,001,328.13 115.49 1,001,443.62
007903BH9 ADVANCED MICRO DEVICES INC	700,000.00 100.0300	09/24/2026 4.21	09/24/2026	A+ Industrial	4.21 4.06	700,000.00 700,000.00 209.99	700,209.99 7,944.30 708,154.29
3130B5K64 FEDERAL HOME LOAN BANKS	1,000,000.00 99.9745	03/10/2027 4.00	03/10/2027	AA+ Agency	4.05 4.03	998,980.00 999,645.95 98.64	999,744.59 12,333.33 1,012,077.92

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Balance Sheet Classification

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
91282CMV0 UNITED STATES TREASURY	1,000,000.00 99.8955	03/31/2027 3.88	03/31/2027	AA+ Government	3.88 4.01	999,843.75 999,939.58 -984.50	998,955.08 9,740.44 1,008,695.52
3130B6R24 FEDERAL HOME LOAN BANKS	700,000.00 99.8073	06/04/2027 3.88	06/04/2027	AA+ Agency	3.95 4.09	699,069.00 699,563.55 -912.50	698,651.06 2,034.38 700,685.43
91282CNL1 UNITED STATES TREASURY	1,000,000.00 99.6492	06/30/2027 3.75	06/30/2027	AA+ Government	3.87 4.11	997,734.38 998,853.01 -2,360.82	996,492.19 101.90 996,594.09
67983UJ20 Old Line Funding, LLC	1,000,000.00 99.3110	09/02/2026 0.00	09/02/2026	A-1+ Financial	3.86 3.87	989,710.00 993,385.00 -274.50	993,110.50 0.00 993,110.50
313397F71 FEDERAL HOME LOAN MORTGAGE CORP	1,000,000.00 99.2221	09/14/2026 0.00	09/14/2026	A-1+ Agency	3.62 3.82	978,288.47 992,697.92 -477.36	992,220.56 0.00 992,220.56
64990KKT9 NEW YORK STATE DORMITORY AUTHORITY	1,000,000.00 99.6390	03/15/2027 3.65	03/15/2027	AA+ Municipal	3.70 4.17	999,510.00 999,652.13 -3,262.13	996,390.00 10,443.06 1,006,833.06
672325W86 OAKLAND CALIF UNI SCH DIST ALAMEDA CNTY	1,000,000.00 100.0000	07/01/2026 4.28	07/01/2026	A+ Municipal	4.28 0.00	1,000,000.00 1,000,000.00 0.00	1,000,000.00 9,758.00 1,009,758.00
--- **---**	**20,936,186.91** **99.8441**	**11/17/2026** **3.54**	**11/11/2026**	**AA** **---**	**4.04** **3.64**	**20,860,901.11** **20,914,724.77** **-11,985.84**	**20,902,738.94** **201,472.34** **21,104,211.28**

LT

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
798170AK2 SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF TH	1,000,000.00 98.9940	08/01/2027 3.23	08/01/2027	AA Municipal	3.90 4.18	987,550.00 992,976.92 -3,036.92	989,940.00 13,441.67 1,003,381.67
69353RFJ2 PNC BANK NA (DELAWARE)	700,000.00 98.2767	01/22/2028 3.25	01/22/2028	A Financial	3.78 4.41	693,294.00 694,460.26 -6,523.48	687,936.78 10,047.92 697,984.70
14913R2G1 CATERPILLAR FINANCIAL SERVICES CORP	700,000.00 96.3794	09/14/2027 1.10	09/14/2027	A+ Industrial	3.77 4.22	665,399.00 678,496.55 -3,840.81	674,655.74 2,288.61 676,944.36
91282CFB2 UNITED STATES TREASURY	500,000.00 98.5352	07/31/2027 2.75	07/31/2027	AA+ Government	3.96 4.14	488,281.25 493,786.70 -1,110.92	492,675.78 5,735.50 498,411.28

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Balance Sheet Classification

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
89231CAE7 TAOT 2022-C A4	442,767.50 99.8825	02/15/2028 3.77	10/16/2026	AAA Asset Backed	5.20 4.21	436,125.98 440,745.14 1,501.88	442,247.02 741.88 442,988.91
98163VAD0 WOART 2022-D A3	32,196.34 100.0818	02/15/2028 5.61	07/22/2026	AAA Asset Backed	5.57 4.31	32,235.33 32,198.45 24.22	32,222.67 80.28 32,302.95
58768PAC8 MBART 2022-1 A3	1,751.21 100.0538	08/16/2027 5.21	07/14/2026	AAA Asset Backed	5.34 3.85	1,746.90 1,751.16 1.00	1,752.15 4.05 1,756.21
30303M8G0 META PLATFORMS INC	700,000.00 99.1593	08/15/2027 3.50	08/15/2027	AA- Industrial	3.77 4.27	696,682.00 697,916.72 -3,801.38	694,115.34 9,255.56 703,370.90
91282CGP0 UNITED STATES TREASURY	1,000,000.00 99.7344	02/29/2028 4.00	02/29/2028	AA+ Government	3.51 4.16	1,009,531.25 1,007,757.70 -10,413.95	997,343.75 13,369.57 1,010,713.32
36267KAD9 GMCAR 2023-3 A3	145,114.43 100.4070	06/16/2028 5.45	10/22/2026	AAA Asset Backed	4.57 4.18	146,191.45 145,687.31 17.73	145,705.04 329.53 146,034.57
46647PDW3 JPMORGAN CHASE & CO	825,000.00 100.4853	10/22/2027 6.07	10/22/2026	A+ Financial	4.13 4.42	839,115.75 829,747.26 -743.65	829,003.61 9,598.19 838,601.80
448973AD9 HART 2024-A A3	256,318.98 100.3430	02/15/2029 4.99	01/07/2027	AAA Asset Backed	4.21 4.36	258,471.66 257,700.92 -502.71	257,198.21 568.46 257,766.66
36269WAD1 GMALT 2024-2 A3	49,731.62 100.0859	07/20/2027 5.39	07/20/2026	AAA Asset Backed	3.74 3.88	50,236.70 49,778.21 -3.87	49,774.35 81.91 49,856.25
437930AC4 HAROT 2024-2 A3	341,352.93 100.5423	11/20/2028 5.27	02/10/2027	AAA Asset Backed	4.41 4.41	344,806.46 343,410.58 -206.55	343,204.02 649.61 343,853.64
58769GAD5 MBALT 2024-B A3	323,375.20 100.0001	02/15/2028 4.23	12/02/2026	AAA Asset Backed	4.23 4.27	323,450.99 323,404.40 -28.78	323,375.62 607.95 323,983.57
34532UAB5 FORDO 2024-C A2A	3,667.97 100.0181	08/15/2027 4.32	07/14/2026	AAA Asset Backed	4.36 3.88	3,667.83 3,667.97 0.67	3,668.64 7.04 3,675.68
43816DAC9 HAROT 2024-4 A3	425,251.25 100.0379	05/15/2029 4.33	03/05/2027	AAA Asset Backed	4.14 4.31	426,065.21 426,023.73 -611.18	425,412.55 818.37 426,230.92
92868RAB4 VALET 2024-1 A2A	112,340.06 100.0889	11/22/2027 4.65	08/07/2026	AAA Asset Backed	4.70 3.84	112,338.26 112,339.84 100.13	112,439.97 159.62 112,599.59
91282CMF5 UNITED STATES TREASURY	500,000.00 100.1094	01/15/2028 4.25	01/15/2028	AA+ Government	3.56 4.17	506,562.50 505,068.16 -4,521.28	500,546.88 9,803.18 510,350.05

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Balance Sheet Classification

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Allspring

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
91282CMF5 UNITED STATES TREASURY	1,000,000.00 100.1094	01/15/2028 4.25	01/15/2028	AA+ Government	3.53 4.17	1,013,437.50 1,010,625.44 -9,531.69	1,001,093.75 19,606.35 1,020,700.10
92348KDR1 VZMT 2025-1 A	800,000.00 100.5517	01/21/2031 4.71	01/20/2028	AAA Asset Backed	4.06 4.67	809,750.00 808,228.83 -3,815.47	804,413.36 1,151.33 805,564.69
345282AD9 FORDL 2025-A A3	500,000.00 100.2378	06/15/2028 4.72	01/04/2027	AAA Asset Backed	3.27 4.29	504,628.91 502,869.38 -1,680.43	501,188.95 1,048.89 502,237.84
02582JKM1 AMXCA 2025-1 A	750,000.00 100.3904	12/17/2029 4.56	12/13/2027	AAA Asset Backed	4.05 4.32	756,650.39 755,724.93 -2,797.08	752,927.85 1,520.00 754,447.85
44935CAB7 HART 2025-A A2A	98,062.34 100.0438	12/15/2027 4.33	08/25/2026	AAA Asset Backed	4.37 4.08	98,060.63 98,061.96 43.31	98,105.27 188.72 98,293.99
544647KX7 LOS ANGELES CALIF UNI SCH DIST	800,000.00 100.1670	07/01/2027 4.38	07/01/2027	AA Municipal	4.38 4.21	800,000.00 800,000.00 1,336.00	801,336.00 17,528.00 818,864.00
096912AD2 BMWLT 2025-1 A3	350,000.00 100.1262	06/26/2028 4.43	04/27/2027	AAA Asset Backed	3.91 4.31	351,654.30 351,412.21 -970.61	350,441.59 258.42 350,700.01
44935XAD7 HART 2025-B A3	350,000.00 100.0307	12/17/2029 4.36	09/24/2027	AAA Asset Backed	4.25 4.37	350,751.95 350,729.21 -621.80	350,107.41 678.22 350,785.64
65481RAB7 NALT 2025-B A2A	398,089.80 100.0900	03/15/2028 4.44	01/06/2027	AAA Asset Backed	4.48 4.30	398,077.97 398,084.68 363.56	398,448.24 785.56 399,233.80
65481RAB7 NALT 2025-B A2A	159,235.92 100.0900	03/15/2028 4.44	01/06/2027	AAA Asset Backed	3.78 4.30	160,094.30 159,656.12 -276.82	159,379.29 314.23 159,693.52
981936AB3 WOART 2025-C A2A	272,809.77 100.0186	10/16/2028 4.19	10/24/2026	AAA Asset Backed	4.24 4.17	272,785.84 272,797.88 62.66	272,860.54 508.03 273,368.57
3130B82L5 FEDERAL HOME LOAN BANKS	500,000.00 99.2120	10/04/2027 3.50	10/04/2027	AA+ Agency	3.61 4.15	498,985.00 499,356.00 -3,295.99	496,060.01 4,229.17 500,289.17
91282CPE5 UNITED STATES TREASURY	500,000.00 99.1406	10/31/2027 3.50	10/31/2027	AA+ Government	3.58 4.17	499,257.81 499,477.68 -3,774.55	495,703.13 2,948.37 498,651.49
14043YAB1 COPAR 2025-1 A2A	607,037.37 99.8642	01/16/2029 3.88	12/02/2026	AAA Asset Backed	3.92 4.24	607,013.45 607,022.23 -809.10	606,213.13 1,046.80 607,259.93
91282CPL9 UNITED STATES TREASURY	500,000.00 98.9258	11/30/2027 3.38	11/30/2027	AA+ Government	3.53 4.16	498,535.16 498,955.42 -4,326.51	494,628.91 1,429.30 496,058.21

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Balance Sheet Classification

US Dollar

01 April 2026 to 30 June 2026

Contra Costa County
Account: XXX235
Investment Strategy: Global Liquidity Solutions
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Allspring

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
91282CPS4 UNITED STATES TREASURY	500,000.00 98.8555	12/31/2027 3.38	12/31/2027	AA+ Government	3.59 4.17	497,988.28 498,445.10 -4,167.76	494,277.34 45.86 494,323.20
14320XAB7 CARMX 2026-1 A2A	400,000.00 99.6668	04/16/2029 3.87	02/13/2027	AAA Asset Backed	3.91 4.45	399,965.64 399,973.35 -1,306.27	398,667.08 688.00 399,355.08
02008PAB8 ALLYA 2026-1 A2	600,000.00 99.7861	11/15/2028 3.91	01/24/2027	AAA Asset Backed	4.14 4.33	599,983.44 599,986.82 -1,270.22	598,716.60 1,042.67 599,759.27
023135DB9 AMAZON.COM INC	650,000.00 99.3030	03/13/2028 3.85	03/13/2028	AA Industrial	4.04 4.28	647,699.00 647,990.27 -2,520.92	645,469.34 7,507.50 652,976.84
419792R73 HAWAII ST	500,000.00 99.6280	10/01/2027 3.89	10/01/2027	AA+ Municipal	3.89 4.19	500,000.00 500,000.00 -1,860.00	498,140.00 3,294.00 501,434.00
14689CAB8 CRVNA 2026-P2 A2	750,000.00 99.8944	08/10/2029 4.40	05/12/2027	AAA Asset Backed	4.44 4.57	749,970.38 749,972.13 -764.43	749,207.70 1,925.00 751,132.70
57636QBJ2 MASTERCARD INC	650,000.00 100.0028	06/08/2028 4.33	06/08/2028	AA- Industrial	4.42 4.32	648,784.50 648,798.08 1,219.88	650,017.96 1,796.08 651,814.04
3130BB3J2 FEDERAL HOME LOAN BANKS	500,000.00 99.9185	06/01/2028 4.13	06/01/2028	AA+ Agency	4.16 4.17	499,650.00 499,659.24 -66.96	499,592.28 1,088.54 500,680.82
91282CQY0 UNITED STATES TREASURY	750,000.00 99.9492	06/30/2028 4.13	06/30/2028	AA+ Government	4.11 4.15	750,263.67 750,263.31 -644.17	749,619.14 84.07 749,703.21
--- **---**	**20,944,102.68** **99.6519**	**06/01/2028** **4.03**	**08/19/2027**	**AA+** **---**	**3.98** **4.27**	**20,935,740.66** **20,945,008.24** **-75,175.24**	**20,869,833.00** **148,301.98** **21,018,134.98**

Summary

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
--- **---**	**44,068,018.03** **97.0906**	**08/05/2027** **3.67**	**03/19/2027**	**AA** **---**	**3.97** **3.92**	**43,976,502.42** **44,040,455.89** **-87,232.22**	**43,953,223.68** **349,774.32** **44,302,998.00**

* Grouped by: BS Class 2. * Groups Sorted by: BS Class 2. * Weighted by: Base Market Value + Accrued, except Book Yield by Base Book Value + Accrued. * Holdings Displayed by: Lot.

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Account Statement - Transaction Summary

For the Month Ending **April 30, 2026**

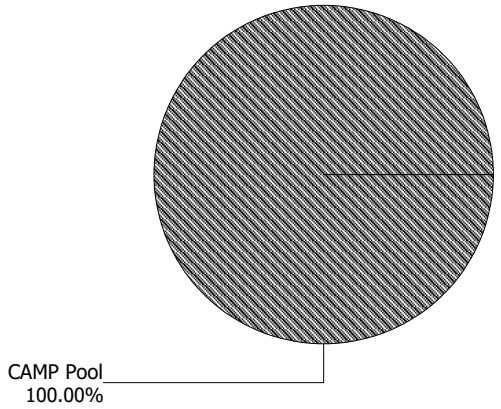
Contra Costa County - Liquidity Fund - 4017-001

CAMP Pool	
Opening Market Value	260,008,360.66
Purchases	592,427,169.65
Redemptions	(386,008,360.66)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$466,427,169.65**
Cash Dividends and Income	1,427,169.65

Asset Summary

	April 30, 2026	March 31, 2026
CAMP Pool	466,427,169.65	260,008,360.66
Total	**$466,427,169.65**	**$260,008,360.66**

Asset Allocation



Account Statement

For the Month Ending **April 30, 2026**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**260,008,360.66**
04/01/26	04/01/26	Purchase - Incoming Wires	1.00	18,000,000.00	278,008,360.66
04/02/26	04/02/26	Purchase - Incoming Wires	1.00	20,000,000.00	298,008,360.66
04/02/26	04/02/26	Redemption - Outgoing Wires	1.00	(1,008,360.66)	297,000,000.00
04/02/26	04/02/26	Redemption - Outgoing Wires	1.00	(60,000,000.00)	237,000,000.00
04/06/26	04/06/26	Purchase - Incoming Wires	1.00	18,000,000.00	255,000,000.00
04/07/26	04/07/26	Purchase - Incoming Wires	1.00	10,000,000.00	265,000,000.00
04/08/26	04/08/26	Purchase - Incoming Wires	1.00	10,000,000.00	275,000,000.00
04/09/26	04/09/26	Purchase - Incoming Wires	1.00	95,000,000.00	370,000,000.00
04/09/26	04/09/26	Purchase - Incoming Wires	1.00	90,000,000.00	460,000,000.00
04/09/26	04/09/26	Purchase - Incoming Wires	1.00	85,000,000.00	545,000,000.00
04/09/26	04/09/26	Purchase - Incoming Wires	1.00	5,000,000.00	550,000,000.00
04/10/26	04/10/26	Purchase - Incoming Wires	1.00	25,000,000.00	575,000,000.00
04/13/26	04/13/26	Purchase - Incoming Wires	1.00	10,000,000.00	585,000,000.00
04/14/26	04/14/26	Purchase - Incoming Wires	1.00	15,000,000.00	600,000,000.00
04/15/26	04/15/26	Redemption - Outgoing Wires	1.00	(10,000,000.00)	590,000,000.00
04/16/26	04/16/26	Redemption - Outgoing Wires	1.00	(50,000,000.00)	540,000,000.00
04/17/26	04/17/26	Purchase - Incoming Wires	1.00	15,000,000.00	555,000,000.00
04/20/26	04/20/26	Purchase - Incoming Wires	1.00	60,000,000.00	615,000,000.00
04/21/26	04/21/26	Redemption - Outgoing Wires	1.00	(95,000,000.00)	520,000,000.00
04/21/26	04/21/26	Redemption - Outgoing Wires	1.00	(45,000,000.00)	475,000,000.00
04/24/26	04/24/26	Purchase - Incoming Wires	1.00	5,000,000.00	480,000,000.00

Account Statement

For the Month Ending **April 30, 2026**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
04/27/26	04/27/26	Purchase - Incoming Wires	1.00	10,000,000.00	490,000,000.00
04/28/26	04/28/26	Purchase - Incoming Wires	1.00	80,000,000.00	570,000,000.00
04/28/26	04/28/26	Purchase - Incoming Wires	1.00	20,000,000.00	590,000,000.00
04/29/26	04/29/26	Redemption - Outgoing Wires	1.00	(60,000,000.00)	530,000,000.00
04/29/26	04/29/26	Redemption - Outgoing Wires	1.00	(40,000,000.00)	490,000,000.00
04/29/26	04/29/26	Redemption - Outgoing Wires	1.00	(20,000,000.00)	470,000,000.00
04/30/26	04/30/26	Redemption - Outgoing Wires	1.00	(5,000,000.00)	465,000,000.00
04/30/26	05/01/26	Accrual Income Div Reinvestment - Distributions	1.00	1,427,169.65	466,427,169.65
Closing Balance					**466,427,169.65**

	Month of April	Fiscal YTD January-April
Opening Balance	260,008,360.66	351,293,047.40
Purchases	592,427,169.65	1,112,461,381.30
Redemptions (Excl. Checks)	(386,008,360.66)	(997,327,259.05)
Check Disbursements	0.00	0.00
Closing Balance	**466,427,169.65**	**466,427,169.65**
Cash Dividends and Income	1,427,169.65	4,461,381.30

Closing Balance	466,427,169.65
Average Monthly Balance	459,081,184.34
Monthly Distribution Yield	3.78%

Account Statement - Transaction Summary

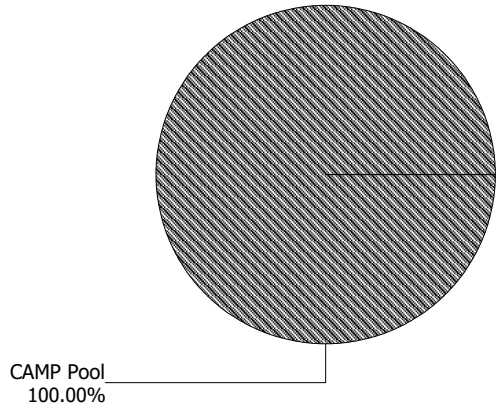
For the Month Ending **April 30, 2026**

Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

CAMP Pool	
Opening Market Value	39,706,315.44
Purchases	123,470.13
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$39,829,785.57**
Cash Dividends and Income	123,470.13

Asset Summary		
	April 30, 2026	**March 31, 2026**
CAMP Pool	39,829,785.57	39,706,315.44
Total	**$39,829,785.57**	**$39,706,315.44**

Asset Allocation



Account Statement

For the Month Ending **April 30, 2026**

Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**39,706,315.44**
04/30/26	05/01/26	Accrual Income Div Reinvestment - Distributions	1.00	123,470.13	39,829,785.57
Closing Balance					**39,829,785.57**

	Month of April	Fiscal YTD July-April
Opening Balance	39,706,315.44	38,502,539.85
Purchases	123,470.13	1,327,245.72
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	**39,829,785.57**	**39,829,785.57**
Cash Dividends and Income	123,470.13	1,327,245.72

Closing Balance	39,829,785.57
Average Monthly Balance	39,710,431.11
Monthly Distribution Yield	3.78%

Account Statement - Transaction Summary

For the Month Ending **May 31, 2026**

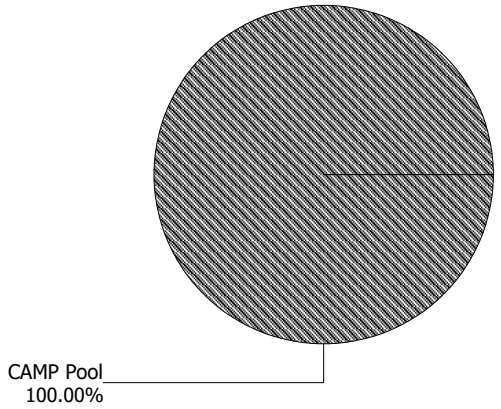
Contra Costa County - Liquidity Fund - 4017-001

CAMP Pool	
Opening Market Value	466,427,169.65
Purchases	81,176,763.66
Redemptions	(226,427,169.65)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$321,176,763.66**
Cash Dividends and Income	1,176,763.66

Asset Summary

	May 31, 2026	April 30, 2026
CAMP Pool	321,176,763.66	466,427,169.65
Total	**$321,176,763.66**	**$466,427,169.65**

Asset Allocation



Account Statement

For the Month Ending **May 31, 2026**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**466,427,169.65**
05/01/26	05/01/26	Redemption - Outgoing Wires	1.00	(15,000,000.00)	451,427,169.65
05/04/26	05/04/26	Purchase - Incoming Wires	1.00	5,000,000.00	456,427,169.65
05/05/26	05/05/26	Redemption - Outgoing Wires	1.00	(5,000,000.00)	451,427,169.65
05/07/26	05/07/26	Redemption - Outgoing Wires	1.00	(1,427,169.65)	450,000,000.00
05/07/26	05/07/26	Redemption - Outgoing Wires	1.00	(60,000,000.00)	390,000,000.00
05/08/26	05/08/26	Redemption - Outgoing Wires	1.00	(30,000,000.00)	360,000,000.00
05/11/26	05/11/26	Purchase - Incoming Wires	1.00	5,000,000.00	365,000,000.00
05/12/26	05/12/26	Purchase - Incoming Wires	1.00	5,000,000.00	370,000,000.00
05/13/26	05/13/26	Redemption - Outgoing Wires	1.00	(5,000,000.00)	365,000,000.00
05/14/26	05/14/26	Purchase - Incoming Wires	1.00	5,000,000.00	370,000,000.00
05/15/26	05/15/26	Redemption - Outgoing Wires	1.00	(15,000,000.00)	355,000,000.00
05/18/26	05/18/26	Purchase - Incoming Wires	1.00	10,000,000.00	365,000,000.00
05/19/26	05/19/26	Purchase - Incoming Wires	1.00	12,000,000.00	377,000,000.00
05/20/26	05/20/26	Purchase - Incoming Wires	1.00	3,000,000.00	380,000,000.00
05/22/26	05/22/26	Redemption - Outgoing Wires	1.00	(60,000,000.00)	320,000,000.00
05/22/26	05/22/26	Redemption - Outgoing Wires	1.00	(5,000,000.00)	315,000,000.00
05/26/26	05/26/26	Purchase - Incoming Wires	1.00	25,000,000.00	340,000,000.00
05/28/26	05/28/26	Redemption - Outgoing Wires	1.00	(30,000,000.00)	310,000,000.00
05/29/26	05/29/26	Purchase - Incoming Wires	1.00	10,000,000.00	320,000,000.00
05/29/26	06/01/26	Accrual Income Div Reinvestment - Distributions	1.00	1,176,763.66	321,176,763.66

Account Statement

For the Month Ending **May 31, 2026**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					**321,176,763.66**

	Month of May	Fiscal YTD January-May
Opening Balance	466,427,169.65	351,293,047.40
Purchases	81,176,763.66	1,193,638,144.96
Redemptions (Excl. Checks)	(226,427,169.65)	(1,223,754,428.70)
Check Disbursements	0.00	0.00
Closing Balance	**321,176,763.66**	**321,176,763.66**
Cash Dividends and Income	1,176,763.66	5,638,144.96

Closing Balance	321,176,763.66
Average Monthly Balance	368,841,719.64
Monthly Distribution Yield	3.76%

Account Statement - Transaction Summary

For the Month Ending **May 31, 2026**

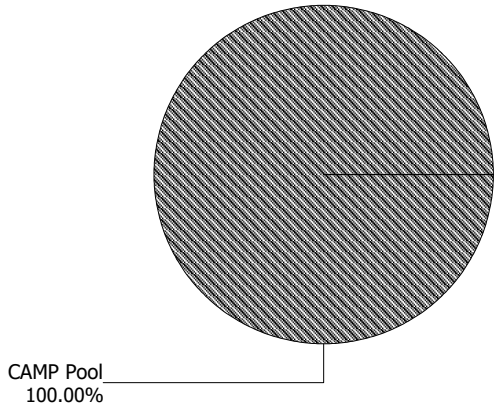
Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

CAMP Pool	
Opening Market Value	39,829,785.57
Purchases	127,072.14
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$39,956,857.71**
Cash Dividends and Income	127,072.14

Asset Summary

	May 31, 2026	April 30, 2026
CAMP Pool	39,956,857.71	39,829,785.57
Total	**$39,956,857.71**	**$39,829,785.57**

Asset Allocation



Account Statement

For the Month Ending **May 31, 2026**

Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**39,829,785.57**
05/29/26	06/01/26	Accrual Income Div Reinvestment - Distributions	1.00	127,072.14	39,956,857.71
Closing Balance					**39,956,857.71**

	Month of May	Fiscal YTD July-May
Opening Balance	39,829,785.57	38,502,539.85
Purchases	127,072.14	1,454,317.86
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	**39,956,857.71**	**39,956,857.71**
Cash Dividends and Income	127,072.14	1,454,317.86

Closing Balance	39,956,857.71
Average Monthly Balance	39,842,082.87
Monthly Distribution Yield	3.76%

Account Statement - Transaction Summary

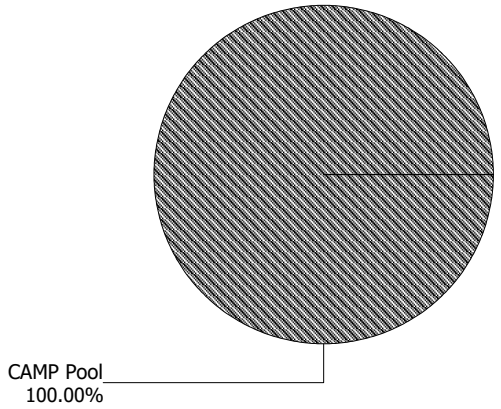
For the Month Ending **June 30, 2026**

Contra Costa County - Liquidity Fund - 4017-001

CAMP Pool	
Opening Market Value	321,176,763.66
Purchases	103,979,885.52
Redemptions	(109,176,763.66)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$315,979,885.52**
Cash Dividends and Income	979,885.52

Asset Summary		
	June 30, 2026	**May 31, 2026**
CAMP Pool	315,979,885.52	321,176,763.66
Total	**$315,979,885.52**	**$321,176,763.66**

Asset Allocation



Account Statement

For the Month Ending **June 30, 2026**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**321,176,763.66**
06/04/26	06/04/26	Redemption - Outgoing Wires	1.00	(1,176,763.66)	320,000,000.00
06/05/26	06/05/26	Redemption - Outgoing Wires	1.00	(35,000,000.00)	285,000,000.00
06/08/26	06/08/26	Purchase - Incoming Wires	1.00	15,000,000.00	300,000,000.00
06/10/26	06/10/26	Redemption - Outgoing Wires	1.00	(15,000,000.00)	285,000,000.00
06/11/26	06/11/26	Purchase - Incoming Wires	1.00	15,000,000.00	300,000,000.00
06/12/26	06/12/26	Purchase - Incoming Wires	1.00	10,000,000.00	310,000,000.00
06/15/26	06/15/26	Purchase - Incoming Wires	1.00	20,000,000.00	330,000,000.00
06/16/26	06/16/26	Redemption - Outgoing Wires	1.00	(5,000,000.00)	325,000,000.00
06/17/26	06/17/26	Purchase - Incoming Wires	1.00	5,000,000.00	330,000,000.00
06/18/26	06/18/26	Redemption - Outgoing Wires	1.00	(3,000,000.00)	327,000,000.00
06/24/26	06/24/26	Purchase - Incoming Wires	1.00	10,000,000.00	337,000,000.00
06/25/26	06/25/26	Purchase - Incoming Wires	1.00	13,000,000.00	350,000,000.00
06/26/26	06/26/26	Redemption - Outgoing Wires	1.00	(20,000,000.00)	330,000,000.00
06/29/26	06/29/26	Redemption - Outgoing Wires	1.00	(30,000,000.00)	300,000,000.00
06/30/26	06/30/26	Purchase - Incoming Wires	1.00	15,000,000.00	315,000,000.00
06/30/26	07/01/26	Accrual Income Div Reinvestment - Distributions	1.00	979,885.52	315,979,885.52

Account Statement

For the Month Ending **June 30, 2026**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					**315,979,885.52**

	Month of June	Fiscal YTD January-June
Opening Balance	321,176,763.66	351,293,047.40
Purchases	103,979,885.52	1,297,618,030.48
Redemptions (Excl. Checks)	(109,176,763.66)	(1,332,931,192.36)
Check Disbursements	0.00	0.00
Closing Balance	**315,979,885.52**	**315,979,885.52**
Cash Dividends and Income	979,885.52	6,618,030.48

Closing Balance	315,979,885.52
Average Monthly Balance	316,450,339.22
Monthly Distribution Yield	3.77%

Account Statement - Transaction Summary

For the Month Ending **June 30, 2026**

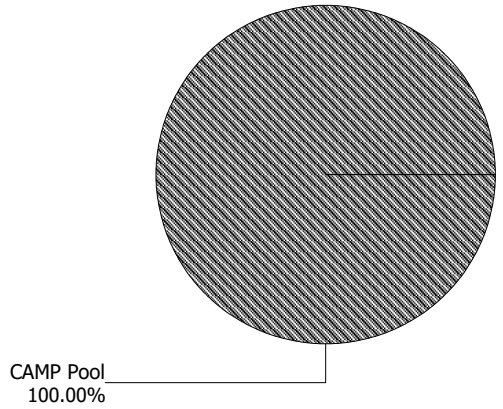
Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

CAMP Pool	
Opening Market Value	39,956,857.71
Purchases	123,733.14
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$40,080,590.85**
Cash Dividends and Income	123,733.14

Asset Summary

	June 30, 2026	May 31, 2026
CAMP Pool	40,080,590.85	39,956,857.71
Total	**$40,080,590.85**	**$39,956,857.71**

Asset Allocation



Account Statement

For the Month Ending **June 30, 2026**

Contra Costa County Schools Insurance Group - Contra Costa County Schools Insurance Group - 6164-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**39,956,857.71**
06/30/26	07/01/26	Accrual Income Div Reinvestment - Distributions	1.00	123,733.14	40,080,590.85
Closing Balance					**40,080,590.85**

	Month of June	Fiscal YTD July-June
Opening Balance	39,956,857.71	38,502,539.85
Purchases	123,733.14	1,578,051.00
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	**40,080,590.85**	**40,080,590.85**
Cash Dividends and Income	123,733.14	1,578,051.00

Closing Balance	40,080,590.85
Average Monthly Balance	39,960,982.15
Monthly Distribution Yield	3.77%

Investment Account Summary

04/01/2026 through 04/30/2026

CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Apr 30 ($)	Value on Apr 30 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
CONTRA COSTA COUNTY	**20100000410**					
CalTRUST Liquidity Fund	20100000410	100,000,000.000	1.00	100,000,000.00	100,000,000.00	0.00
	Portfolios Total value as of 04/30/2026			**100,000,000.00**		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount ($)	Amount in Shares	Balance in Shares	Price per Share ($)	Balance ($)	Average Cost Amt ($)	Realized Gain/(Loss) ($)
CalTRUST Liquidity Fund			**CONTRA COSTA COUNTY**				**Account Number: 20100000410**	
Beginning Balance	04/01/2026			100,000,000.000	1.00	100,000,000.00		
Accrual Income Div Cash	**04/30/2026**	**308,998.80**	**0.000**	**100,000,000.000**	**1.00**	**100,000,000.00**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**Apr 30**			**100,000,000.000**	**1.00**	**100,000,000.00**		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

Investment Account Summary

05/01/2026 through 05/31/2026

CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on May 31 ($)	Value on May 31 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
CONTRA COSTA COUNTY	**20100000410**					
CalTRUST Liquidity Fund	20100000410	100,000,000.000	1.00	100,000,000.00	100,000,000.00	0.00
	Portfolios Total value as of 05/31/2026			**100,000,000.00**		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount ($)	Amount in Shares	Balance in Shares	Price per Share ($)	Balance ($)	Average Cost Amt ($)	Realized Gain/(Loss) ($)
CalTRUST Liquidity Fund			**CONTRA COSTA COUNTY**				**Account Number: 20100000410**	
Beginning Balance	05/01/2026			100,000,000.000	1.00	100,000,000.00		
Accrual Income Div Cash	**05/29/2026**	**318,126.50**	**0.000**	**100,000,000.000**	**1.00**	**100,000,000.00**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**May 31**			**100,000,000.000**	**1.00**	**100,000,000.00**		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

Investment Account Summary

06/01/2026 through 06/30/2026

CalTRUST
50 Iron Point Circle, Suite 140
Folsom, CA 95630
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Jun 30 ($)	Value on Jun 30 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
CONTRA COSTA COUNTY	**20100000410**					
CalTRUST Liquidity Fund	20100000410	100,000,000.000	1.00	100,000,000.00	100,000,000.00	0.00
	Portfolios Total value as of 06/30/2026			**100,000,000.00**		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount ($)	Amount in Shares	Balance in Shares	Price per Share ($)	Balance ($)	Average Cost Amt ($)	Realized Gain/(Loss) ($)
CalTRUST Liquidity Fund			**CONTRA COSTA COUNTY**					**Account Number: 20100000410**
Beginning Balance	06/01/2026			100,000,000.000	1.00	100,000,000.00		
Accrual Income Div Cash	**06/30/2026**	**308,131.40**	**0.000**	**100,000,000.000**	**1.00**	**100,000,000.00**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**Jun 30**			**100,000,000.000**	**1.00**	**100,000,000.00**		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Summary of Income Cash

Ending Balance Last Accounting Period 31-Mar-26		$	-
Receipts For This Period			
Cash Dividends	138,908.59		
Interest On Bonds	-		
From Other Sources	-138,908.59		-
Disbursements For This Period			
Purchases	-138,908.59		
For Other Purposes	-		-138,908.59
Ending Balance This Accounting Period 30-Jun-26		$	**-138,908.59**

Summary of Principal Cash

Ending Balance Last Accounting Period 31-Mar-26		$	-
Receipts For This Period			
Sales and Maturities	-		
From Other Sources	2,888,908.59		2,888,908.59
Disbursements For This Period			
Purchases	-2,888,908.59		
For Other Purposes	-		-2,888,908.59
Ending Balance This Accounting Period 30-Jun-26		$	-

Summary of Investments

Ending Balance Last Accounting Period 31-Mar-26		$	**22,665,454.09**
Assets Purchased or Otherwise Acquired			2,888,908.59
Assets Sold or Otherwise Disposed of			-
Ending Balance This Accounting Period 30-Jun-26		$	**25,554,362.68**
Market Value of Account	$ **25,554,362.68**		

Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Transactions - By Entry Date

	Transactions		Income Cash	Principal Cash	Principal Investments	Invested Income
Ending Balance Last Statement Period 31-Mar-26		$	-	-	22,665,454.09	-
01-Apr-26						
	Daily Rate Income on FEDERATED INSTITUTIONAL TAX FREE 73 For Period of 01-Mar-2026 to 31-Mar-2026 Due on 01-Apr-2026		39,959.34	-	-	-
02-Apr-26						
	Cash Disbursement - Portfolio Transfer via Transfer		-39,959.34	-	-	-
	Cash Receipt - Portfolio Transfer via Transfer		-	39,959.34	-	-
	Purchase 39959.34 Units of FEDERATED INSTITUTIONAL TAX FREE 73 @ 1 USD		-	-39,959.34	39,959.34	-
30-Apr-26						
	Cash Receipt - Addition to Account via Wire		-	1,900,000.00	-	-
	Purchase 1900000 Units of FEDERATED INSTITUTIONAL TAX FREE 73 @ 1 USD		-	-1,900,000.00	1,900,000.00	-
01-May-26						
	Daily Rate Income on FEDERATED INSTITUTIONAL TAX FREE 73 For Period of 01-Apr-2026 to 30-Apr-2026 Due on 01-May-2026		55,671.62	-	-	-
04-May-26						
	Cash Disbursement - Portfolio Transfer via Transfer		-55,671.62	-	-	-
	Cash Receipt - Portfolio Transfer via Transfer		-	55,671.62	-	-
	Purchase 55671.62 Units of FEDERATED INSTITUTIONAL TAX FREE 73 @ 1 USD		-	-55,671.62	55,671.62	-

Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Transactions - By Entry Date

	Transactions	Income Cash	Principal Cash	Principal Investments	Invested Income
01-Jun-26					
	Daily Rate Income on FEDERATED INSTITUTIONAL TAX FREE 73 For Period of 01-May-2026 to 31-May-2026 Due on 01-Jun-2026	43,277.63	-	-	-
	Purchase 43277.63 Units of FEDERATED INSTITUTIONAL TAX FREE 73 @ 1 USD	-	-43,277.63	43,277.63	-
02-Jun-26					
	Cash Disbursement - Portfolio Transfer via Transfer	-43,277.63	-	-	-
	Cash Receipt - Addition to Account via Wire	-	600,000.00	-	-
	Cash Receipt - Portfolio Transfer via Transfer	-	43,277.63	-	-
03-Jun-26					
	Purchase 600000 Units of FEDERATED INSTITUTIONAL TAX FREE 73 @ 1 USD	-	-600,000.00	600,000.00	-
12-Jun-26					
	Cash Receipt - Addition to Account via Wire	-	250,000.00	-	-
	Purchase 250000 Units of FEDERATED INSTITUTIONAL TAX FREE 73 @ 1 USD	-	-250,000.00	250,000.00	-
Ending Balance This Statement Period 30-Jun-26		**$** -	-	**25,554,362.68**	-

Account Information

Account Number	Account Name
229842000	WEST CONTRA COSTA HEALTHCARE DISTRICT DEPOSIT ACCOUNT 2019 DEPOSIT ACCOUNT

Schedule of Assets as of June 30, 2026

Cusip	Asset Name	Shares	Book Value	Market Value	Est Income	Yield
CASH						
	Principal Cash		-	-	-	-
	Income Cash		-	-	-	-
		CASH Total	-	-	-	-
Open-end Money Market fund						
60934N666	FEDERATED INSTITUTIONAL TAX FREE 73	25,554,362.68	25,554,362.68	25,554,362.68	644,761.87	2.52
		Open-end Money Market fund Total	**25,554,362.68**	**25,554,362.68**	**644,761.87**	**2.52**
		229842000 Total	**25,554,362.68**	**25,554,362.68**	**644,761.87**	**2.52**

SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

B. 7. EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (EBRCS)

EBRCS TRANSACTIONS*

as of

June 30, 2026

FY 2025-2026

FUND NUMBER	BALANCE @ 03/31/26	JV/Date 2606-000672/6/10/26	TJ/Date	TJ/Date	TJ/Date	TJ/Date	TJ/Date	BALANCE @ 06/30/26
100300	449,307.87	-220,519.20						228,788.67
TOTALS	449,307.87	-220,519.20	0.00	0.00	0.00	0.00	0.00	228,788.67

* East Bay Regional Communications System Authority

EXHIBITS

Note: All exhibits are prepared for information only. The exhibits are unaudited but due diligence was utilized in its preparation. The information in the exhibits may be updated and is subject to change without notice. Changes will be reflected in the next reports.

Exhibit I

CONTRA COSTA COUNTY INVESTMENT POOL
PERFORMANCE SUMMARY
6/30/2026

	PAR ($)	[3] PERCENT OF PORTFOLIO (%)	YTM (%)	WEIGHTED AVERAGE DAYS TO MATURITY AT END-OF-QUARTER (day)	DURATION (year)	
A. Investments Managed by Treasurer's Office[1]	$6,135,379,000.00	87.82%	3.9290%	375	0.94	[2]
B. Investments Managed by Outside Contractors[3]						
1. PFM	$88,140,795.36	1.26%	4.1430%	848	1.88	[2]
2. Local Agency Investment Fund	$190,756,496.98	2.73%	3.8100%	1	0.00	
3. Allspring Global Investments	$44,068,018.03	0.63%	3.9170%	401	0.70	[4]
4. CAMP	$356,060,476.37	5.10%	3.7700% [5]	0	0.00	
5. CalTRUST Liquidity Fund	$100,000,000.00	1.43%	3.7400%	0	0.00	
6. US Bank (Federated Tax Free Cash Fund)	$25,554,362.68	0.37%	2.5200%	0	0.00	
C. Cash	$46,684,604.43	0.67%	4.00% [6]	0	0.00	

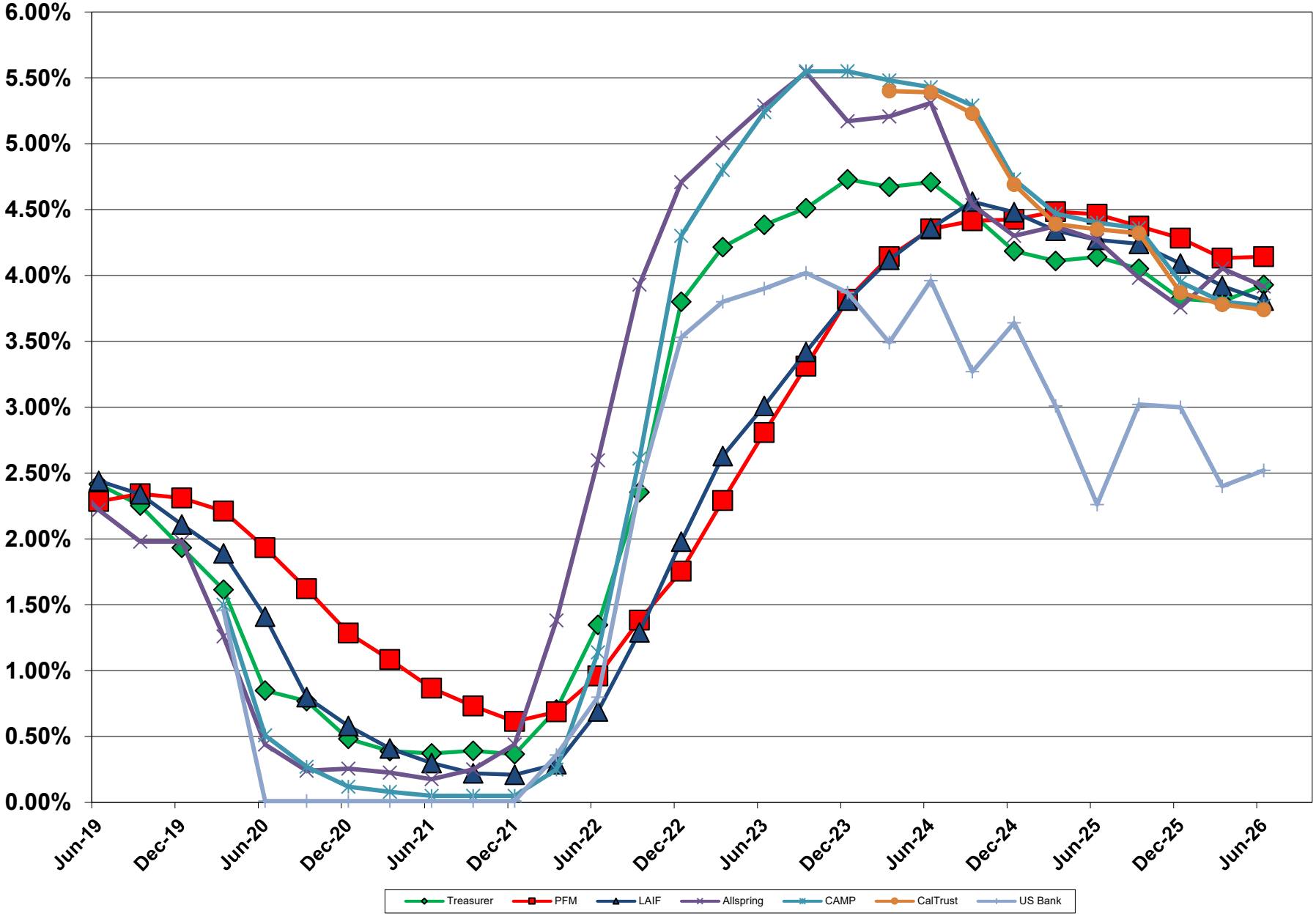
[3] Yield to Maturity on Portfolio at End-of-Quarter =	3.91%
[3] Weighted Average Days to Maturity on Portfolio at End-of-Quarter =	343
[3] Weighted Duration (yr) at End-of-Quarter =	0.85

1. Excludes the funds managed by PFM.
2. Data is provided by SymPro.
3. Excludes: EBRCS Bonds, Futuris Public Entity Trust, Benefit Trust ST Fund, etc.
4. Data provided by Allspring Global Investments.
5. Monthly Distribution Yield as of the quarter end.
6. Wells Fargo Bank Average Earnings Credit Rate on Investable Balance for the quarter.

LAIF is subject to a one day call of principal provision. CAMP, CalTRUST Liquidity Fund and Federated provide a same day liquidity provision.

Yield to Maturity

as of June 30, 2026



CONTRA COSTA COUNTY INVESTMENT POOL

TYPE	6/30/2026 PAR VALUE	3/31/26 PAR VALUE	CHANGE IN VALUE FROM PREV. QTR.	% CHANGE
A. Investments Managed by Treasurer's Office				
1. U.S. Treasuries (STRIPS, Bills, Notes)	$170,110,000.00	$255,955,000.00	($85,845,000.00)	*-33.54%*
2. U.S. Agencies				
Federal Home Loan Banks	$516,835,000.00	$583,800,000.00	(66,965,000.00)	*-11.47%*
Federal National Mortgage Association	$325,000,000.00	$435,000,000.00	(110,000,000.00)	*-25.29%*
Federal Farm Credit Banks	$545,970,000.00	$528,970,000.00	17,000,000.00	*3.21%*
Federal Home Loan Mortgage Corporation	125,000,000.00	315,000,000.00	(190,000,000.00)	*-60.32%*
Subtotal	$1,512,805,000.00	$1,862,770,000.00	(349,965,000.00)	*-18.79%*
3. Supranationals	$701,107,000.00	$809,107,000.00	(108,000,000.00)	*-15.40%*
4. Money Market Instruments				
Commercial Paper	$1,929,670,000.00	$2,492,699,000.00	(563,029,000.00)	*-22.59%*
Negotiable Certificates of Deposit	$1,655,000,000.00	$755,000,000.00	900,000,000.00	*119.21%*
Time Deposit	0.00	3,415.19	(3,415.19)	*-100.00%*
Subtotal	$3,584,670,000.00	$3,247,702,415.19	336,967,584.81	*10.38%*
5. Corporate Notes	$166,687,000.00	$186,687,000.00	(20,000,000.00)	*-10.71%*
TOTAL (Section A)	6,135,379,000.00	6,362,221,415.19	-226,842,415.19	*-3.57%*
B. Investments Managed by Outside Contractors				
1. PFM	$88,140,795.36	$88,765,977.99	(625,182.63)	*-0.70%*
2. Local Agency Investment Fund	$190,756,496.98	$192,754,271.50	(1,997,774.52)	*-1.04%*
3. Allspring Global Investments	$44,068,018.03	$44,160,587.52	(92,569.49)	*-0.21%*
4. CAMP	$356,060,476.37	$299,714,676.10	56,345,800.27	*18.80%*
5. CalTRUST (Liquidity Fund)	$100,000,000.00	$100,000,000.00	0.00	*0.00%*
6. US Bank (Federated Tax Free Cash)	$25,554,362.68	$22,665,454.09	2,888,908.59	*12.75%*
7. Other				
a. EBRCS Bond	$228,788.67	$449,307.87	(220,519.20)	*-49.08%*
TOTAL (Section B)	804,808,938.09	748,510,275.07	56,298,663.02	*7.52%*
C. Cash	$46,684,604.43	$62,695,825.24	(16,011,220.81)	*25.54%*
*** GRAND TOTAL (FOR A , B, & C)**	$6,986,872,542.52	$7,173,427,515.50	($186,554,972.98)	*-2.60%*

* Excludes the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority

INDICES AND BENCHMARKS*[1]
AS OF JUNE 30, 2026

	Quarterly Apportionment Rate	PMIA Quarter to Date Yield
Local Agency Investment Fund (LAIF)	3.92%	3.81%

		4/1/26 -6/30/26		
	6/30/26	High	Ave.	Low
Federal Funds Target Rate (FDTR Index)*[2]	3.7500%	3.7500%	3.7500%	3.7500%
Federal Fund Rates Index (FDFD Index)*[3]	3.6100%	3.6400%	3.6279%	3.6100%
1-Year T-Bill	3.7722%	3.8146%	3.6384%	3.4896%
SOFR180A Index*[4]	3.6723%	3.8602%	3.7434%	3.6723%
Fidelity Money Market Fund*[5]	3.3500%			

*1. For reference only.

*2. Short-term interest rate targeted by the Federal Reserve's FOMC as part of its monetary policy.

*3. The ICAP Fed Funds Rates are posted by the ICAP Fed Funds Desk. These rates are general indications and are determined by using the levels posted to the desk by highly rated large domestic and international banks.

*4. 180 day average SOFR Secured Overnight Financing Rate.

*5 Ticker SPRXX: 7 day yield at the quarter end.

CONTRA COSTA COUNTY
TREASURER'S INVESTMENT PORTFOLIO
STRUCTURED SECURITIES
June 30, 2026

Exhibit V

Description	CUSIP	Maturity Date	Coupon Rate	Par ($)	Market ($)	Cost ($)	Provisions	Fund #
FHLB - AGENCY C	3130APDQ5	10/28/2026	1.250	10,000,000.00	9,915,170.00	10,000,000.00	Quarterly: starts 1/28/22	8177
FHLB - AGENCY C	3130APW43	12/2/2026	1.500	10,000,000.00	9,894,040.00	10,000,000.00	Quarterly: starts 3/2/2022	8711
FFCB - AGENCY C	3133ENHC7	12/14/2026	1.600	10,000,000.00	9,893,170.00	10,000,000.00	Callable on and after 3/14/22	8177
FFCB - AGENCY C	3133ENHC7	12/14/2026	1.600	10,000,000.00	9,893,170.00	10,000,000.00	Callable on and after 3/14/22	8177
FHLB - AGENCY C	3130AQJH7	1/28/2027	1.750	10,000,000.00	9,866,360.00	10,000,000.00	Monthly: starts 2/28/22	8177
FFCB - AGENCY C	3133ENNG1	2/8/2027	1.860	10,000,000.00	9,870,730.00	10,000,000.00	Callable on and after 2/8/23	8177
FHLB - AGENCY C	3130AQRH8	2/25/2027	2.000	10,000,000.00	9,871,730.00	10,000,000.00	Quarterly: starts 5/25/22	8177
FHLB - AGENCY C	3130AR2H3	3/4/2027	2.770	10,000,000.00	9,917,860.00	10,000,000.00	Monthly: starts 4/4/22	8177
FHLB - AGENCY C	3130ARPD7	4/28/2027	3.375	9,900,000.00	9,849,945.60	9,900,000.00	Quarterly: starts 4/28/23	8177
FHMS - MBS	3137BRQJ7	7/25/2026	2.570	62,543.59	62,378.73	58,160.65	1% collateral call	6911
FORDO - ABS	344928AD8	2/15/2028	4.650	27,678.80	27,709.88	27,675.91	10% collateral call	6911
FHMS - MBS	3137BRQJ7	7/25/2026	2.570	72,967.50	72,775.16	69,381.83	1% collateral call	6911
ALLYA - ABS	02007WAC2	5/15/2028	5.460	46,835.25	47,002.08	46,827.27	10% collateral call	6911
FITAT - ABS	31680EAD3	8/15/2028	5.530	164,060.71	164,769.94	164,050.54	10% collateral call	6911
FHMS - MBS	3137FNWX4	7/25/2026	2.282	352.61	351.68	327.17	1% collateral call	6911
BofA CC - ABS	05522RDH8	11/15/2028	4.980	145,000.00	145,464.00	144,980.53	collateral call	6911
FHLB - AGENCY C	3130AYMV5	7/24/2028	4.450	8,800,000.00	8,796,101.60	8,799,192.29	One time: 7/24/26	8177
CHASE INSURANCE TRUST - ABS	161571HV9	1/16/2029	4.600	650,000.00	651,441.70	649,901.01	Callable	6911
TEXAS INSTRUMENTS INC - CORP	882508CE2	2/8/2027	4.600	350,000.00	350,723.10	349,954.99	Make-whole call +10bps until 1/8/27 call anytime after	6911
ASTRAZENECA - CORP	04636NAK9	2/26/2027	4.800	285,000.00	286,076.45	284,895.82	Make-whole call +10bps until 1/26/27 call anytime after	6911
HORMEL FOODS - CORP	440452AK6	3/30/2027	4.800	170,000.00	170,607.24	169,959.75	Make-whole call +10bps until 2/28/27 call anytime after	6911
AMERICAN HONDA FINANCE - CORP	02665WFD8	3/12/2027	4.900	325,000.00	326,039.03	324,958.42	Make-whole call +10bps until 3/12/24 bullet	6911
UNITED HEALTH - CORP	91324PEY4	4/15/2027	4.600	600,000.00	601,935.60	598,924.20	Make-whole call +10bps until 3/15/27 call anytime after	6911
APPLE INC - CORP	037833CJ7	2/9/2027	3.350	15,000,000.00	14,919,570.00	14,895,436.05	Make-whole call +12.5bps until 11/9/26 call anytime after	8177
JP MORGAN SECURITIES - CORP	46647PEE2	4/22/2028	5.571	370,000.00	373,118.73	370,000.00	Make-whole call +12.5bps until 4/22/27	6199
AMERICAN EXPRESS CREDIT - ABS	02582JKH2	4/16/2029	5.230	670,000.00	675,588.47	669,862.65	Callable	6199
FHLB - AGENCY C	3130B16G7	4/26/2029	5.100	10,000,000.00	10,009,230.00	10,000,000.00	One time: 4/26/27	8177
NATIONAL RURAL - CORP	63743HFR8	5/6/2027	5.100	130,000.00	130,780.65	129,977.15	Make-whole call +10bps until 4/6/24 call anytime after	6911
FHMS - MBS	3137F1G44	4/25/2027	3.243	450,000.00	445,975.65	428,994.14	1% collateral call	6199
BP CAP MARKETS AMERICA-CORP	10373QBY5	11/17/2027	5.017	435,000.00	438,971.99	435,000.00	Make-whole call +10bps until 10/17/27 call anytime after	6199
BMWOT - ABS	096919AD7	2/26/2029	5.180	207,986.79	209,044.40	207,955.19	5% collateral call	6199
BofA CC - ABS	05522RDJ4	5/15/2029	4.930	310,000.00	312,031.12	309,982.61	Callable	6199
FHMS - MBS	3137FBBX3	8/25/2027	3.244	450,000.00	444,498.75	429,292.97	1% collateral call	6199
FHMS - MBS	3137FBU79	9/25/2027	3.187	432,266.78	426,245.30	411,362.63	1% collateral call	6199
FHLB - AGENCY C	3130B1W37	7/9/2029	5.000	10,000,000.00	10,002,490.00	10,000,000.00	One time: 7/9/26	8177
PNC FINANCIAL SERVICES - CORP	693475BY0	7/23/2027	5.102	325,000.00	325,093.60	325,000.00	Monthly: starts 7/23/26	6911
AMERICAN EXPRESS CREDIT - ABS	02589BAE0	7/16/2029	4.650	280,000.00	281,308.72	279,987.29	Callable	6911
FNMA - AGENCY C	3135GAU25	8/6/2029	4.375	10,000,000.00	9,989,480.00	9,938,055.56	Annual: starts 8/6/25	8177
UNILEVER CAPITAL - CORP	904764BU0	8/12/2027	4.250	160,000.00	160,133.28	159,841.38	Make-whole call +10bps until 7/12/27 call anytime after	6911
MASTERCARD INC - CORP	57636QBA1	1/15/2028	4.100	185,000.00	184,544.16	184,953.41	Make-whole call +10bps until 12/15/27 call anytime after	6911
FNMA - AGENCY C	3135GAUW9	9/10/2029	3.750	10,000,000.00	9,853,190.00	9,927,230.00	Annual: starts 9/10/25	8177
FHLB - AGENCY C	3130B2P58	9/10/2029	3.875	10,000,000.00	9,872,340.00	10,000,000.00	One time: 9/10/26	8177
CAPITAL ONE - ABS	14041NGE5	9/17/2029	3.920	395,000.00	393,572.47	394,922.90	5% deal call	6911
ACCENTURE CAPITAL - CORP	00440KAA1	10/4/2027	3.900	125,000.00	124,440.38	124,932.36	Make-whole call +7.5bps until 9/4/27 call anytime after	6911
HART - ABS	448976AD2	5/15/2029	4.410	270,000.00	270,260.55	269,980.24	5% collateral call	6911
MORGAN STANLEY - CORP	61690U8G8	10/15/2027	4.447	340,000.00	339,960.90	340,000.00	Make-whole call +10bps until 9/15/27 call anytime after	6911
WFCIT - ABS	92970QAE5	10/15/2029	4.290	235,000.00	235,180.95	234,965.08	Callable	6911
UBS AG STAMFORD CT - CORP	90261AAD4	1/10/2028	4.864	250,000.00	250,681.75	250,000.00	One time: 1/10/27	6911
ADOBE INC - CORP	00724PAH2	1/17/2028	4.750	375,000.00	377,310.00	374,897.68	Make-whole call +5bps until 12/17/27 call anytime after	6911
MORGAN STANLEY - CORP	61690DK72	1/12/2029	5.016	275,000.00	276,708.85	275,000.00	Make-whole call +15bps until 12/12/28; Callable	6911
MERCEDES BENZ AUTO - ABS	58773DAD6	12/17/2029	4.780	380,000.00	381,711.90	379,919.17	5% collateral call	6911

Fund 8177: Treasury
Fund 6911: CCC School Insurance Group managed by PFM

CONTRA COSTA COUNTY
TREASURER'S INVESTMENT PORTFOLIO
STRUCTURED SECURITIES
June 30, 2026

Exhibit V

Description	CUSIP	Maturity Date	Coupon Rate	Par ($)	Market ($)	Cost ($)	Provisions	Fund #
BANK OF AMERICA - CORP	06051GMK2	1/24/2029	4.979	530,000.00	532,946.27	530,000.00	Make-whole call +10bps until 1/24/28; Callable	6911
TOYOTA AUTO REC - ABS	89240JAD3	8/15/2029	4.640	310,000.00	311,031.06	309,987.57	5% collateral call	6911
NATIONAL RURAL - CORP	63743HFW7	2/7/2028	4.750	95,000.00	95,405.18	94,977.71	Make-whole call +10bps until 1/7/28 call anytime after	6911
ELI LILLY & CO - CORP	532457CU0	2/12/2028	4.550	145,000.00	145,636.55	144,950.08	Make-whole call +5bps until 1/12/28 call anytime after	6911
JOHNSON & JOHNS - CORP	478160DH4	3/1/2028	4.550	180,000.00	181,022.58	179,942.58	Make-whole call +5bps until 2/1/28 call anytime after	6911
HERSHEY COMPANY - CORP	427866BK3	2/24/2028	4.550	170,000.00	170,576.64	169,935.59	Make-whole call +5bps until 1/24/28 call anytime after	6911
CHEVRON - CORP	166756BB1	2/26/2028	4.475	515,000.00	516,268.96	515,000.00	Make-whole call +5bps until 1/26/28 call anytime after	6911
MASTERCARD INC - CORP	57636QBF0	3/15/2028	4.550	205,000.00	205,680.60	204,912.88	Make-whole call +5bps until 2/15/28 call anytime after	6911
FHMS - MBS	3137FEZU7	4/25/2028	3.900	500,000.00	495,432.00	494,492.19	1% collateral call	6911
FHMS - MBS	3137F4X72	2/25/2028	3.650	594,811.66	587,786.34	584,425.69	1% collateral call	6911
HART - ABS	44935CAD3	10/15/2029	4.320	540,000.00	540,315.36	539,920.35	5% collateral call	6911
ADVANCED MICRO DEVICES - CORP	007903BJ5	3/24/2028	4.319	330,000.00	330,210.87	330,000.00	Make-whole call +10bps until 2/24/28 call anytime after	6911
VOLKSWAGEN AUTO LOAN - ABS	92868MAD1	8/20/2029	4.500	375,000.00	375,814.50	374,987.25	10% collateral call	6911
JOHNSON & JOHNS - CORP	478160DH4	3/1/2028	4.550	425,000.00	427,414.43	426,981.70	Make-whole call +5bps until 2/1/28 call anytime after	6911
FNMA - AGENCY C	3136GAEN5	4/10/2030	4.000	10,000,000.00	9,931,170.00	9,899,056.50	Annual: starts 4/10/26	8177
FHMS - MBS	3137F2LJ3	6/25/2027	3.117	443,151.03	438,515.67	433,145.51	1% collateral call	6911
FHMS - MBS	3137FEBQ2	12/25/2027	3.444	550,000.00	542,713.60	538,914.06	1% collateral call	6911
MORGAN STANLEY - CORP	61747YFY6	4/12/2029	4.994	160,000.00	160,908.16	160,000.00	Make-whole call +20bps until 4/12/28; Callable starts 3/12/29	6911
FHMS - MBS	3137FGZT5	6/25/2028	3.926	550,000.00	544,473.05	544,521.48	1% collateral call	6911
BANK OF NY MELLON - CORP	06405LAH4	4/20/2029	4.729	250,000.00	251,127.75	250,000.00	Make-whole call +15bps until 3/20/29; Callable starts 4/20/28	6911
WELLS FARGO & COMPANY - CORP	95000U3T8	4/23/2029	4.970	235,000.00	236,205.08	235,000.00	Make-whole call +20bps until 4/22/28; Callable	6911
STATE STREET CORP - CORP	857477DA8	4/24/2028	4.543	155,000.00	155,108.81	155,000.00	Callable on and anytime after 4/24/27	6911
AMERICAN EXPRESS - CORP	025816ED7	4/25/2029	4.731	370,000.00	371,034.89	370,000.00	Make-whole call +15bps until 4/25/28; Callable	6911
CINTAS CORP - CORP	17252MAR1	5/1/2028	4.200	260,000.00	259,165.92	259,796.43	Make-whole call +10bps until 4/1/28 call anytime after	6911
CITIGROUP INC - CORP	172967PZ8	5/7/2028	4.643	375,000.00	375,240.38	375,000.00	Make-whole call +15bps until 5/7/27; Callable starts 4/7/28	6911
CUMMINS INC - CORP	231021AY2	5/9/2028	4.250	45,000.00	44,873.01	44,980.52	Make-whole call +10bps until 4/9/28 call anytime after	6911
NAROT - ABS	65481GAD7	12/17/2029	4.490	495,000.00	496,254.83	494,904.96	5% collateral call	6911
FHMS - MBS	3137H14B9	5/25/2028	1.770	500,000.00	476,869.50	464,980.47	1% collateral call	6911
FHMS - MBS	3137FAWS3	7/25/2027	3.194	750,000.00	741,036.00	734,121.09	1% collateral call	6911
TARGET CORP - CORP	87612EBU9	6/15/2028	4.350	115,000.00	115,073.83	114,999.25	Callable on and anytime after 5/15/28	6911
WFCIT - ABS	92970QAJ4	5/15/2030	4.340	285,000.00	285,160.17	284,995.27	Callable	6911
FFCB - AGENCY C	3133ETKR7	6/10/2030	4.640	10,000,000.00	9,955,210.00	10,000,000.00	Callable on and anytime after 6/10/26	8177
FHMS - MBS	3137FG6X8	5/25/2028	3.850	550,000.00	544,131.50	542,287.11	1% collateral call	6911
AIR PRODUCTS CHEMICALS - CORP	009158BN5	6/11/2028	4.300	500,000.00	499,292.50	499,782.87	Make-whole call +10bps until 5/11/28 call anytime after	6911
ANALOG DEVICES INC - CORP	032654BD6	6/15/2028	4.250	490,000.00	488,514.32	489,654.72	Make-whole call +10bps until 5/15/28 call anytime after	6911
APPLE INC - CORP	037833DU1	5/11/2030	1.650	11,728,000.00	10,614,027.65	10,660,284.34	Make-whole call +20bps until 2/11/30 call anytime after	8177
FNMA - AGENCY C	3136GAKK4	7/17/2030	4.500	10,000,000.00	10,002,810.00	10,000,000.00	Annual: Starts 7/17/26	8177
AMERICAN EXPRESS CREDIT - ABS	02582JKV1	7/15/2030	4.300	285,000.00	284,705.31	284,958.93	Callable	6911
TRUIST FINANCIAL - CORP	89788JAF6	7/24/2028	4.420	250,000.00	249,741.25	250,000.00	Make-whole call +10bps until 6/24/28 call anytime after	6911
AMERICAN EXPRESS - CORP	025816EJ4	7/20/2029	4.351	275,000.00	273,681.10	275,000.00	Make-whole call +10bps until 7/20/28; Callable starts 6/20/29	6911
FNMA - AGENCY C	3136GAMN6	8/6/2030	4.100	10,000,000.00	9,913,710.00	9,962,202.61	Semi-annual call: starts 2/6/26	8177
FNMA - AGENCY C	3136GAMG1	8/12/2030	4.000	10,000,000.00	9,917,520.00	9,952,278.89	Semi-annual call: starts 2/12/26	8177
FNMA - AGENCY C	3136GAM89	8/12/2030	4.125	10,000,000.00	9,967,280.00	10,000,000.00	One time: 8/12/26	8177
CATERPILLAR FINL - CORP	14913UBB5	8/15/2028	4.100	525,000.00	522,432.23	524,948.01	Make-whole call +10bps until 8/15/28 then bullet	6911
NATIONAL RURAL - CORP	63743HFZ0	8/25/2028	4.150	165,000.00	163,622.75	164,867.56	Make-whole call +10bps until 7/25/28 call anytime after	6911
MICROSOFT - CORP	594918BY9	2/6/2027	3.300	13,956,000.00	13,888,690.21	13,915,452.16	Make-whole call +15bps until 11/6/26 call anytime after	8177
JOHNSON & JOHNS - CORP	478160CE2	3/3/2027	2.950	6,003,000.00	5,957,953.49	5,970,448.18	Make-whole call +10bps unitl 12/3/26 call anytime after	8177
MERCK AND CO INC - CORP	58933YBP9	9/15/2027	3.850	500,000.00	497,960.50	499,716.05	Make-whole call +5bps until 9/15/27 then bullet	6911
HOME DEPOT - CORP	437076DH2	9/15/2028	3.750	115,000.00	113,746.85	114,945.04	Make-whole call +5bps until 8/15/28 call anytime after	6911

Fund 8177: Treasury
Fund 6911: CCC School Insurance Group managed by PFM

CONTRA COSTA COUNTY
TREASURER'S INVESTMENT PORTFOLIO
STRUCTURED SECURITIES
June 30, 2026

Exhibit V

Description	CUSIP	Maturity Date	Coupon Rate	Par ($)	Market ($)	Cost ($)	Provisions	Fund #
WELLS FARGO & COMPANY - CORP	95000U4A8	9/15/2029	4.078	425,000.00	419,163.05	425,000.00	Make-whole call +10bps until 9/15/28; Callable starts 6/15/29	6911
CAPITAL ONE - ABS	14041NGF2	9/16/2030	3.820	300,000.00	296,601.00	299,943.12	5% deal call	6911
FNMA - AGENCY C	3136GAT66	9/19/2030	4.210	10,000,000.00	9,954,790.00	10,000,000.00	Monthly: starts 3/19/26	8177
FNMA - AGENCY C	3136GAXH7	10/9/2030	3.750	10,000,000.00	9,869,660.00	9,951,953.53	Monthly: starts 10/23/26	8177
FNMA - AGENCY C	3136GAY29	10/18/2030	3.750	10,000,000.00	9,834,260.00	10,000,000.00	One time: 10/18/27	8177
GOLDMAN SACHS GRP - CORP	38141GD27	10/21/2029	4.153	375,000.00	369,811.50	375,000.00	Make-whole call +15bps until 10/21/28 call anytime after 9/21/29	6911
MORGAN STANLEY - CORP	61748UAK8	10/18/2029	4.133	325,000.00	320,658.97	325,000.00	Make-whole call +12.5bps until 10/18/28 call anytime after 9/18/29	6911
TRUIST FINANCIAL - CORP	89788JAH2	10/23/2029	4.136	435,000.00	430,035.78	435,000.00	Make-whole call +15bps until 9/23/29 call anytime after	6911
FHLMC - AGENCY C	3134HB3B5	10/28/2030	4.280	25,000,000.00	24,769,900.00	25,000,000.00	Quarterly: starts 1/28/26	8177
NOVARTIS CAPITAL - CORP	66989HAX6	11/5/2028	3.900	235,000.00	232,785.13	234,959.60	Make-whole call +5bps until 10/5/28 call anytime after	6911
NOVARTIS CAPITAL - CORP	66989HAX6	11/5/2028	3.900	200,000.00	198,115.00	200,004.69	Make-whole call +5bps until 10/5/28 call anytime after	6911
COPAR - ABS	14043YAD7	7/15/2030	3.850	155,000.00	153,635.85	154,967.17	10% collateral call	6911
ALPHABET INC - CORP	02079KAV9	11/15/2028	3.875	70,000.00	69,399.61	69,952.79	Make-whole call +5bps until 10/15/28 call anytime after	6911
FNMA - AGENCY C	3136GC4D4	11/8/2030	3.800	10,000,000.00	9,914,570.00	9,949,451.61	Quarterly: starts 5/8/26	8177
FNMA - AGENCY C	3136GC4L6	11/13/2030	4.240	10,000,000.00	9,903,530.00	10,000,000.00	Quarterly: starts 5/13/26	8177
CATERPILLAR FINL - CORP	14913UBD1	11/14/2028	3.950	450,000.00	445,783.50	449,811.63	Make-whole call +10bps until 11/14/28 then bullet	6911
AMAZON - CORP	023135CS3	11/20/2028	3.900	330,000.00	326,677.89	329,942.26	Make-whole call +5bps until 10/20/28 call anytime after	6911
PFIZER - CORP	717081FJ7	11/15/2027	3.875	250,000.00	248,859.25	249,980.97	Make-whole call +5bps until 11/15/27 then bullet	6911
FHLMC - AGENCY C	3134HCAV1	11/25/2030	3.800	10,000,000.00	9,926,750.00	9,945,792.00	Quarterly: starts 2/25/26	8177
VOLKSWAGEN AUTO LOAN - ABS	92869QAD1	3/20/2030	3.920	150,000.00	148,744.05	149,974.83	10% collateral call	6911
FNMA - AGENCY C	3136GC6T7	11/26/2030	4.000	20,000,000.00	19,799,340.00	19,951,569.44	Quarterly: starts 5/26/26	8177
MERCK AND CO INC - CORP	58933YBW4	3/15/2029	3.850	160,000.00	158,094.08	159,804.71	Make-whole call +10bps until 2/15/29 call anytime after	6911
FHLMC - AGENCY C	3134HCDC0	12/4/2030	3.750	10,000,000.00	9,870,820.00	9,940,262.50	Semi-annual call: starts 6/4/26	8177
FNMA - AGENCY C	3136GCA70	12/9/2030	4.150	10,000,000.00	9,894,820.00	10,000,000.00	Quarterly: starts 12/9/26	8177
NATIONAL RURAL - CORP	63743HGB2	12/10/2027	3.950	415,000.00	412,637.41	414,778.63	Make-whole call +10bps until 12/10/27 then bullet	6911
FHLMC - AGENCY C	3134HCGT0	12/11/2030	4.200	10,000,000.00	9,866,560.00	10,000,000.00	Quarterly: starts 12/11/26	8177
FNMA - AGENCY C	3136GCAF2	12/11/2030	4.030	10,000,000.00	9,836,660.00	10,000,000.00	Semi-annual call: starts 6/11/27	8177
FHLMC - AGENCY C	3134HCGF0	12/12/2030	4.300	20,000,000.00	19,799,360.00	19,991,105.56	Monthly: starts 3/12/26	8177
FFCB - AGENCY C	3133ET3X3	12/12/2030	4.260	10,000,000.00	9,930,740.00	10,000,000.00	Callable on and anytime after 6/12/26	8177
FHLMC - AGENCY C	3134HCHA0	12/16/2030	4.050	10,000,000.00	9,853,840.00	9,991,083.33	Quarterly: starts 3/16/27	8177
FHLMC - AGENCY C	3134HCGZ6	12/16/2030	4.150	10,000,000.00	9,875,230.00	9,989,300.00	Quarterly: starts 9/16/26	8177
FHLMC - AGENCY C	3134HCJE0	12/17/2030	4.170	10,000,000.00	9,874,940.00	10,000,000.00	Quarterly: starts 9/17/26	8177
FHLMC - AGENCY C	3134HCKF5	12/23/2030	4.000	10,000,000.00	9,870,530.00	10,000,000.00	Quarterly: starts 6/23/27	8177
FNMA - AGENCY C	3136GCC86	12/30/2030	4.125	10,000,000.00	9,837,650.00	10,000,000.00	Monthly: starts 12/30/26	8177
FNMA - AGENCY C	3136GCDF9	1/8/2031	4.180	10,000,000.00	9,882,790.00	10,000,000.00	Quarterly: starts 7/8/26	8177
FHLB - AGENCY C	3130B93W8	1/9/2031	3.780	10,000,000.00	9,801,120.00	10,000,000.00	Annual: starts 1/9/29	8177
GOLDMAN SACHS GRP - CORP	38145GAP5	1/21/2029	4.148	185,000.00	183,446.19	185,000.00	Make-whole call +10bps until 1/21/28 call anytime after 12/21/28	6911
JPMCHASE BANK - CORP	46632FXM2	1/21/2031	4.375	10,000,000.00	9,850,500.00	10,000,000.00	Semi-annual call: starts 1/21/27	8177
BANK OF NY MELLON - CORP	06406RCG0	1/22/2030	4.026	175,000.00	172,620.00	175,000.00	Make-whole call +10bps until 1/22/29 call anytime after 12/22/29	6911
JPMCHASE BANK - CORP	46632FXN0	1/22/2031	4.185	10,000,000.00	9,855,270.00	10,000,000.00	Semi-annual call: starts 1/22/29	8177
FNMA - AGENCY C	3136GCEQ4	1/22/2031	4.250	10,000,000.00	9,918,320.00	10,000,000.00	Monthly: starts 4/22/26	8177
PNC FINANCIAL SERVICES - CORP	693475CG8	1/26/2029	4.075	270,000.00	267,831.90	270,000.00	No call until 1/26/28 call anytime after 12/26/28	6911
FNMA - AGENCY C	3136GCHP3	1/28/2031	4.000	10,000,000.00	9,832,330.00	10,000,000.00	Quarterly: starts 1/28/28	8177
AMERICAN EXPRESS - CORP	025816EN5	2/9/2029	4.009	265,000.00	262,669.86	265,000.00	Make-whole call +10bps until 2/9/28 call anytime after 1/9/29	6911
JPMCHASE BANK - CORP	46632FW68	2/12/2031	4.400	10,000,000.00	9,827,610.00	10,000,000.00	Semi-annual call: starts 2/12/27	8177
FNMA - AGENCY C	3136GCKV6	2/12/2031	4.310	25,000,000.00	24,492,750.00	25,000,000.00	Monthly: starts 5/12/26	8177
ALPHABET INC - CORP	02079KBJ5	2/15/2029	3.700	10,000,000.00	9,862,703.33	10,001,920.37	Make-whole call +5bps until 1/15/29 call anytime after	8177

Fund 8177: Treasury
Fund 6911: CCC School Insurance Group managed by PFM

CONTRA COSTA COUNTY
TREASURER'S INVESTMENT PORTFOLIO
STRUCTURED SECURITIES
June 30, 2026

Exhibit V

Description	CUSIP	Maturity Date	Coupon Rate	Par ($)	Market ($)	Cost ($)	Provisions	Fund #
FNMA - AGENCY C	3136GCTH8	3/10/2031	4.350	30,000,000.00	29,843,280.00	30,000,000.00	Monthly: starts 6/10/26	8177
VZMT - ABS	92348KFC2	2/20/2031	3.940	765,000.00	759,489.71	764,893.51	Callable on 4/20/27	6911
SALESFORCE INC - CORP	79466LAQ7	3/15/2028	4.500	755,000.00	754,220.09	754,486.35	Make-whole call +15bps until 2/25/28 call anytime after 2/15/28	6911
NOVARTIS CAPITAL - CORP	66989HBF4	3/16/2029	4.100	285,000.00	283,009.56	284,698.41	Make-whole call +7.5bps until 2/16/29 call anytime after 2/16/29	6911
FHLB - AGENCY C	3130B9YE4	3/20/2031	4.000	10,000,000.00	9,873,570.00	10,000,000.00	Annual: starts 6/20/28	8177
FNMA - AGENCY C	3136GCW35	3/24/2031	4.000	20,000,000.00	19,876,420.00	19,900,658.33	Quarterly: starts 9/24/26	8177
VOLKSWAGEN AUTO LOAN - ABS	92868CAD3	3/20/2029	4.170	650,000.00	647,371.40	649,968.41	10% collateral call	6911
FORDO - ABS	34532WAD7	10/15/2030	4.200	365,000.00	362,474.93	364,930.25	10% collateral call	6911
FHLB - AGENCY C	3130B9ZA1	3/17/2031	4.750	20,000,000.00	19,955,780.00	20,000,000.00	Monthly: starts 6/17/26	8177
FFCB - AGENCY C	3133EWJQ4	3/27/2029	4.390	10,000,000.00	10,011,570.00	10,000,000.00	Callable on and anytime after 3/27/28	8177
FHLB - AGENCY C	3130B9YQ7	3/25/2031	4.450	10,000,000.00	9,972,840.00	10,000,000.00	Quarterly: starts 3/25/27	8177
FHLB - AGENCY C	3130BABX4	4/16/2031	4.000	10,000,000.00	9,851,350.00	10,000,000.00	Quarterly: starts 1/16/29	8177
FNMA - AGENCY C	3136GD3Q4	4/16/2031	4.525	10,000,000.00	9,887,970.00	10,000,000.00	Monthly: starts 7/16/26	8177
GOLDMAN SACHS GRP - CORP	38141GE83	4/20/2030	4.594	325,000.00	323,304.15	325,000.00	Make-whole call +15bps until 4/20/29 call anytime after 3/20/30	6911
TAOT 2026 B A3 - ABS	89240QAD7	12/16/2030	4.130	355,000.00	353,032.59	354,925.13	5% collateral call	6911
FNMA - AGENCY C	3136GD3X9	4/21/2031	4.100	10,000,000.00	9,866,000.00	10,000,000.00	One time: 4/21/28	8177
FHLB - AGENCY C	3130BAAX5	4/21/2031	4.375	4,735,000.00	4,679,207.50	4,735,000.00	Annual: starts 4/21/27	8177
JP MORGAN SECURITIES - CORP	46647PFL5	4/23/2030	4.408	525,000.00	520,728.60	525,000.00	Make-whole call +10bps until 4/23/29 call anytime after 3/23/30	6911
FHLMC - AGENCY C	3134HCH93	4/23/2031	4.250	10,000,000.00	9,907,680.00	10,000,000.00	One time: 4/23/27	8177
WFCIT - ABS	92970QAK1	4/15/2031	4.080	650,000.00	645,336.25	649,908.87	Callable	6911
FNMA - AGENCY C	3136GDAF0	5/5/2031	4.250	10,000,000.00	9,886,900.00	9,956,400.00	Quarterly: starts 11/5/26	8177
FFCB - AGENCY C	3133EWPC8	11/12/2030	4.300	10,000,000.00	9,905,150.00	10,000,000.00	Callable on and aytime after 5/12/28	8177
FHLB - AGENCY C	3130BALD7	5/12/2031	4.500	5,605,000.00	5,553,254.64	5,605,000.00	Quarterly: starts 5/12/27	8177
FHLB - AGENCY C	3130BALD7	5/12/2031	4.500	4,395,000.00	4,354,425.36	4,395,000.00	Quarterly: starts 5/12/27	8177
HONDA AUTO RECEIVABLES - ABS	43814YAD3	11/15/2030	4.130	585,000.00	583,676.15	584,983.09	10% collateral call	6911
BofA CC - ABS	05522RDL9	4/15/2031	4.220	405,000.00	403,700.76	404,959.26	Callable	6911
FHLB - AGENCY C	3130BAHN0	5/14/2031	4.500	10,000,000.00	9,936,450.00	10,000,000.00	Monthly: starts 8/14/26	8177
ALPHABET INC - CORP	02079KAW7	11/15/2030	4.100	10,000,000.00	9,843,350.00	9,883,407.41	Make-whole call +10bps until 10/15/30 call anytime after	8177
SERVICENOW INC - CORP	81762PAF9	5/15/2028	4.250	70,000.00	69,783.00	69,762.79	Make-whole call +10bps until 5/15/28 bullet	6911
MERCEDES BENZ AUTO - ABS	58769MAD2	10/15/2030	4.360	460,000.00	459,269.06	459,899.81	5% collateral call	6911
CHARLES SCHWAB - CORP	808513CQ6	5/21/2030	4.744	120,000.00	120,269.28	120,000.00	Make-whole call +10bps until 4/21/30 call anytime after 4/21/30	6911
CHARLES SCHWAB - CORP	808513CQ6	5/21/2030	4.744	320,000.00	320,718.08	319,844.44	Make-whole call +10bps until 4/21/30 call anytime after 4/21/30	6911
PNC FINANCIAL SERVICES - CORP	693475CJ2	10/26/2029	4.618	315,000.00	314,321.81	315,000.00	Make-whole call +10bps until 10/26/28 bullet	6911
NAROT - ABS	65479YAD2	12/16/2030	4.470	460,000.00	460,557.52	459,959.29	5% collateral call	6911
FHLB - AGENCY C	3130BASS7	5/16/2031	5.000	20,000,000.00	19,979,400.00	20,000,000.00	Monthly: starts 6/16/26	8177
FNMA - AGENCY C	3136GDFC2	6/5/2031	4.375	10,000,000.00	9,973,790.00	10,000,000.00	One time: 6/5/28	8177
MASTERCARD INC - CORP	57636QBK9	6/8/2029	4.425	875,000.00	874,151.25	874,837.29	Make-whole call +5bps until 5/8/29 call anytime after	6911
FHLB - AGENCY C	3130BAXQ5	6/12/2031	4.325	10,000,000.00	9,977,810.00	10,000,000.00	Annual: starts 6/12/29	8177
PILOT - ABS	73328FAD0	8/20/2029	4.410	205,000.00	204,853.43	204,994.83	10% collateral call	6911
FFCB - AGENCY C	3133EWTG5	6/16/2031	4.730	10,000,000.00	9,994,920.00	10,000,000.00	Callable on and anytime after 6/16/27	8177
HART - ABS	44935KAD5	2/18/2031	4.510	320,000.00	320,870.72	319,961.38	5% collateral call	6911
FFCB - AGENCY C	3133EWTP5	6/23/2031	4.450	10,000,000.00	9,983,740.00	10,000,000.00	Callable on and anytime after 6/23/28	8177
FORDO - ABS	34536DAD5	2/25/2031	4.390	450,000.00	449,827.65	449,984.25	10% collateral call	6911
TOTAL				**878,609,654.72**	**869,845,252.85**	**876,318,516.28**		

Fund 8177: Treasury
Fund 6911: CCC School Insurance Group managed by PFM

CONTRA COSTA COUNTY
ALLSPRING GLOBAL INVESTMENTS
STRUCTURED SECURITIES
June 30, 2026

DESCRIPTION	CUSIP	MATURITY DATE	PAR ($)	MARKET* ($)	COST ($)	PROVISIONS
ADVANCED MICRO DEVICES INC	007903BH9	9/24/2026	700,000.00	708,154.29	700,000.00	Make-whole call +5bps until 9/24/26 bullet
ALLYA 2026-1 A2	02008PAB8	11/15/2028	600,000.00	599,759.27	599,983.44	10% collateral call
AMAZON.COM INC	023135DB9	3/13/2028	650,000.00	652,976.84	647,699.00	Make-whole call +5bps until 3/13/28 bullet
AMXCA 2025-1 A	02582JKM1	12/17/2029	750,000.00	754,447.85	756,650.39	Callable
BANK OF AMERICA NA	06428CAA2	8/18/2026	800,000.00	816,965.56	809,440.00	Make-whole call +15bps until 7/17/26; Call anytime after
BANK OF NEW YORK MELLON CORP	06406FAE3	8/17/2026	850,000.00	856,181.25	823,913.50	Call on and after 5/17/26
BMWLT 2025-1 A3	096912AD2	6/26/2028	350,000.00	350,700.01	351,654.30	5% deal call
CALIFORNIA STATE	13063D3N6	3/1/2027	500,000.00	510,251.67	504,000.00	Make-whole call +10bps
CARMX 2026-1 A2A	14320XAB7	4/16/2029	400,000.00	399,355.08	399,965.64	10% collateral call
CATERPILLAR FINANCIAL SERVICES CORP	14913R2G1	9/14/2027	700,000.00	676,944.36	665,399.00	Make-whole call +10bps until 9/14/27 then bullet
CITIBANK NA	17325FBC1	12/4/2026	750,000.00	756,430.27	761,917.50	Make-whole call +15bps until 11/4/26; Call anytime after
COPAR 2025-1 A2A	14043YAB1	1/16/2029	607,037.37	607,259.93	607,013.45	10% collateral call
CRVNA 2026-P2 A2	14689CAB8	8/10/2029	750,000.00	751,132.70	749,970.38	2% collateral call
FORDL 2025-A A3	345282AD9	6/15/2028	500,000.00	502,237.84	504,628.91	10% deal call
FORDO 2024-C A2A	34532UAB5	8/15/2027	3,667.97	3,675.68	3,667.83	10% collateral call
GMALT 2024-2 A3	36269WAD1	7/20/2027	49,731.62	49,856.25	50,236.70	10% deal call
GMCAR 2023-3 A3	36267KAD9	6/16/2028	145,114.43	146,034.57	146,191.45	10% collateral call
HAROT 2024-2 A3	437930AC4	11/20/2028	341,352.93	343,853.64	344,806.46	10% collateral call
HAROT 2024-4 A3	43816DAC9	5/15/2029	425,251.25	426,230.92	426,065.21	10% collateral call
HART 2024-A A3	448973AD9	2/15/2029	256,318.98	257,766.66	258,471.66	5% collateral call
HART 2025-A A2A	44935CAB7	12/15/2027	98,062.34	98,293.99	98,060.63	5% collateral call
HART 2025-B A3	44935XAD7	12/17/2029	350,000.00	350,785.64	350,751.95	5% collateral call
HAWAII ST	419792R73	10/1/2027	500,000.00	501,434.00	500,000.00	Make-whole call +5bps
JPMORGAN CHASE & CO	46647PDW3	10/22/2027	825,000.00	838,601.80	839,115.75	Make-whole call +20bps until 10/22/26; Call after 9/22/27
MASTERCARD INC	57636QBJ2	6/8/2028	650,000.00	651,814.04	648,784.50	Make-whole call +5bps until 6/8/28 bullet
MBALT 2024-B A3	58769GAD5	2/15/2028	323,375.20	323,983.57	323,450.99	5% deal call
MBART 2022-1 A3	58768PAC8	8/16/2027	1,751.21	1,756.21	1,746.90	5% collateral call
META PLATFORMS INC	30303M8G0	8/15/2027	700,000.00	703,370.90	696,682.00	Make-whole call +15bps until 7/15/27; Call anytime after
MORGAN STANLEY	61761J3R8	7/27/2026	800,000.00	810,405.20	781,648.00	Make-whole call +25bps until 7/27/26 bullet
NALT 2025-B A2A	65481RAB7	3/15/2028	398,089.80	399,233.80	398,077.97	10% collateral call
NAROT 2022-B A3	65480JAC4	5/17/2027	999.50	1,001.69	982.40	5% collateral call
NAROT 2022-B A3	65480JAC4	5/17/2027	75,000.00	73,724.02	73,666.99	5% collateral call
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	63743HFM9	2/5/2027	700,000.00	715,513.47	706,993.00	Make-whole call +10bps until 1/5/27; Call anytime after
NEW YORK STATE DORMITORY AUTHORITY	64990KKT9	3/15/2027	1,000,000.00	1,006,833.06	999,510.00	Make-whole call +5bps until 3/18/26; Call anytime after
PNC BANK NA (DELAWARE)	69353RFJ2	1/22/2028	700,000.00	697,984.70	693,294.00	Callable on and anytime after 12/23/27
STATE STREET CORP	857477CD3	8/3/2026	455,000.00	464,908.76	459,727.45	Call on and after 7/3/26
TAOT 2022-C A4	89231CAE7	2/15/2028	442,767.50	442,988.91	436,125.98	5% collateral call
TORRANCE CALIF JT PWRS FING AUTH LEASE REV	891371AF3	10/1/2026	500,000.00	499,951.25	495,145.00	Make-whole call +25bps until 10/20/20; Call anytime after
UNIVERSITY CALIF REVS	91412HGF4	5/15/2027	500,000.00	489,155.78	485,795.00	Make-whole call +15bps until 7/16/20; Call anytime after
US BANCORP	91159HHN3	7/22/2026	700,000.00	706,575.71	676,165.00	Callable on and anytime after 6/22/26
VALET 2024-1 A2A	92868RAB4	11/22/2027	112,340.06	112,599.59	112,338.26	10% collateral call
VZMT 2025-1 A	92348KDR1	1/21/2031	800,000.00	805,564.69	809,750.00	Cleanup call 2/20/26
WELLS FARGO BANK NA	94988J6D4	8/7/2026	655,000.00	669,957.46	663,475.70	Make-whole call +15bps until 7/7/26; Call anytime after
WOART 2022-D A3	98163VAD0	2/15/2028	32,196.34	32,302.95	32,235.33	10% collateral call
WOART 2025-C A2A	981936AB3	10/16/2028	272,809.77	273,368.57	272,785.84	10% collateral call
TOTAL			**$ 21,720,866**	**$ 21,842,324**	**$ 21,667,983**	

Docusign Envelope ID: 4D3D8226-332E-80FE-8151-451AB56B5F3C

SIDE LETTER
BETWEEN
CONTRA COSTA COUNTY
AND
AFSCME, Local One

This Side Letter is by and between AFSCME, Local One ("Union") and the County of Contra Costa ("County") (herein after "the Parties"). This Side Letter is effective on September 1, 2026, or the first of the month following Board of Supervisors approval, whichever is later.

The Parties agree to amend the Memorandum of Understanding (MOU) between the County and AFSCME, Local One (July 1, 2022 – June 30, 2027) to (1) replace all references to the classifications of Agricultural Biologist II and Weights & Measures Inspector II with Agricultural Biologist/Weights & Measures Inspector II, (2) replace all references to the classifications of Agricultural Biologist I and Weights & Measures Inspector I with Agricultural Biologist/Weights & Measures Inspector I, and (3) amend Subsection 53.1.A. – Department of Agriculture Personnel of Section 53 – Unit Items as follows:

SECTION 53 - UNIT ITEMS

Specific working conditions for the various units represented by the Union are listed in Sections 53.1 through 53.5.

53.1 Agriculture - Animal Services Unit

A. Department of Agriculture Personnel

1. As circumstances dictate, the Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: ~~One (1)~~ Two (2) Agricultural Biologist~~, one (1) /~~Weights & Measures Inspectors and one (1) Pest Detection Specialist and appropriate management representatives.

2. Permanent employees in the classifications of Agricultural Biologist/Weights & Measures Inspector II, and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

3. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the classes of Lead Pest Detection Specialist – Project (B9T1), Pest Detection Specialist-Project (B9W1) and Glassy-Winged Sharpshooter Specialist – Project (B9W3) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they

were in a pay status.

4. Permanent employees in the classification of Agricultural Biologist/Weights & Measures Inspector II~~, Weights & Measures Inspector III~~ and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

5. Effective on [INSERT DATE], ~~T~~two (2) employees, as designated by the Department in the classification of Agricultural Biologist/Weights & Measures Inspector II or Agricultural Biologist/Weights & Measures Inspector III shall receive a two and one-half percent (2.5%) differential of base pay for operating specialized large capacity inspection equipment. A Class "A" California Driver's license ~~with a Hazardous Materials Endorsement~~ is required for this differential.

(All other portions of Section 53 remain unchanged)

This Side Letter will remain in effect through the term of the current MOU between the County and AFSCME, Local One (July 1, 2022 – June 30, 2027). The terms of this Side Letter will be incorporated in the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between the County and AFSCME, Local One remain unchanged by this Side Letter.

Date: 7/20/2026

CONTRA COSTA COUNTY: *(Signature / Printed Name)*	**AFSCME, Local One:** *(Signature / Printed Name)*
DocuSigned by: David Sanford / David Sanford	DocuSigned by: Lisa Davis / Lisa Davis
Signed by: Matt Slattengren / Matt Slattengren	DocuSigned by: AC Silva / Andrew Silva
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STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 2792

CHAPTER 768

An act to add Chapter 17.2 (commencing with Section 7283) to Division 7 of Title 1 of the Government Code, relating to local government.

[Approved by Governor September 28, 2016. Filed with Secretary of State September 28, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2792, Bonta. Local law enforcement agencies: federal immigration policy enforcement: ICE access.

Existing federal law authorizes issuance of an immigration detainer that serves to advise another law enforcement agency that the federal department seeks custody of an alien presently in the custody of that agency, for the purpose of arresting and removing the alien. Existing federal law provides that the detainer is a request that the agency advise the department, prior to release of the alien, in order for the department to arrange to assume custody in situations when gaining immediate physical custody is either impracticable or impossible.

Existing law, commonly known as the TRUST Act, prohibits a law enforcement official, as defined, from detaining an individual on the basis of a United States Immigration and Customs Enforcement hold after that individual becomes eligible for release from custody, unless, at the time that the individual becomes eligible for release from custody, certain conditions are met, including, among other things, that the individual has been convicted of specified crimes. Existing law defines specified terms for purposes of these provisions.

This bill, the Transparent Review of Unjust Transfers and Holds (TRUTH) Act, would require a local law enforcement agency, prior to an interview between the United States Immigration and Customs Enforcement (ICE) and an individual in custody regarding civil immigration violations, to provide the individual a written consent form, as specified, that would explain, among other things, the purpose of the interview, that it is voluntary, and that the individual may decline to be interviewed. The bill would require the consent form to be available in specified languages. The bill would require a local law enforcement agency to provide copies of specified documentation received from ICE to the individual and to notify the individual regarding the intent of the agency to comply with ICE requests. The bill would require that the records related to ICE access be public records for purposes of the California Public Records Act. The bill, commencing January 1, 2018, would require the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year, to hold at

least one public community forum during the following year, as specified, to provide information to the public about ICE's access to individuals and to receive and consider public comment. By requiring these local agencies to comply with these requirements, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Transparent Review of Unjust Transfers and Holds (TRUTH) Act.

SEC. 2. (a) Transparency and accountability are essential minimum requirements for any collaboration between state and federal agencies.

(b) Recent immigration enforcement programs sponsored by the United States Immigration and Customs Enforcement (ICE) agency have suffered from a lack of transparency and accountability.

(c) For example, a federal judge found that ICE "went out of [its] way to mislead the public about Secure Communities," a deportation program in which ICE collaborated with local law enforcement agencies to identify people for deportation.

(d) The Legislature further found that Secure Communities harmed community policing and shifted the burden of federal immigration enforcement onto local law enforcement agencies.

(e) Although ICE has terminated the Secure Communities program, it continues to promote a number of similar programs, including the Priority Enforcement Program, the 287(g) Program, and the Criminal Alien Program.

(f) The Priority Enforcement Program has many similarities to Secure Communities, including the checking of fingerprints for immigration purposes at the point of arrest; the continued use of immigration detainers, which have been found by the courts to pose constitutional concerns; and the reliance on local law enforcement to assist in immigration enforcement.

(g) Just as with Secure Communities, numerous questions have been raised about whether ICE has been transparent and accountable with respect to its current deportation programs.

(h) This bill seeks to address the lack of transparency and accountability by ensuring that all ICE deportation programs that depend on entanglement with local law enforcement agencies in California are subject to meaningful public oversight.

(i) This bill also seeks to promote public safety and preserve limited local resources because entanglement between local law enforcement and ICE undermines community policing strategies and drains local resources.

SEC. 3. Chapter 17.2 (commencing with Section 7283) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 17.2. Standards for Participation in United States Immigration and Customs Enforcement Programs

7283. For purposes of this chapter, the following terms have the following meanings:

(a) "Community forum" includes, but is not limited to, any regular meeting of the local governing body that is open to the public, where the public may provide comment, is in an accessible location, and is noticed at least 30 days in advance.

(b) "Hold request" means a federal Immigration and Customs Enforcement (ICE) request that a local law enforcement agency maintain custody of an individual currently in its custody beyond the time he or she would otherwise be eligible for release in order to facilitate transfer to ICE and includes, but is not limited to, Department of Homeland Security (DHS) Form I-247D.

(c) "Governing body" with respect to a county, means the county board of supervisors.

(d) "ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all of the following:

(1) Responding to an ICE hold, notification, or transfer request.

(2) Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.

(3) Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.

(4) Allowing ICE to interview an individual.

(5) Providing ICE information regarding dates and times of probation or parole check-ins.

(e) "Local law enforcement agency" means any agency of a city, county, city and county, special district, or other political subdivision of the state that is authorized to enforce criminal statutes, regulations, or local ordinances; or to operate jails or to maintain custody of individuals in jails; or to operate juvenile detention facilities or to maintain custody of individuals

in juvenile detention facilities; or to monitor compliance with probation or parole conditions.

(f) "Notification request" means an Immigration and Customs Enforcement request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247N.

(g) "Transfer request" means an Immigration and Customs Enforcement request that a local law enforcement agency facilitate the transfer of an individual in its custody to ICE, and includes, but is not limited to, DHS Form I-247X.

7283.1. (a) In advance of any interview between ICE and an individual in local law enforcement custody regarding civil immigration violations, the local law enforcement entity shall provide the individual with a written consent form that explains the purpose of the interview, that the interview is voluntary, and that he or she may decline to be interviewed or may choose to be interviewed only with his or her attorney present. The written consent form shall be available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. The written consent form shall also be available in any additional languages that meet the county threshold as defined in subdivision (d) of Section 128552 of the Health and Safety Code if certified translations in those languages are made available to the local law enforcement agency at no cost.

(b) Upon receiving any ICE hold, notification, or transfer request, the local law enforcement agency shall provide a copy of the request to the individual and inform him or her whether the law enforcement agency intends to comply with the request. If a local law enforcement agency provides ICE with notification that an individual is being, or will be, released on a certain date, the local law enforcement agency shall promptly provide the same notification in writing to the individual and to his or her attorney or to one additional person who the individual shall be permitted to designate.

(c) All records relating to ICE access provided by local law enforcement agencies, including all communication with ICE, shall be public records for purposes of the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), including the exemptions provided by that act and, as permitted under that act, personal identifying information may be redacted prior to public disclosure. Records relating to ICE access include, but are not limited to, data maintained by the local law enforcement agency regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means.

(d) Beginning January 1, 2018, the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year shall hold at least one community forum during the following year, that is open to the public, in an accessible location, and with at least 30 days' notice to provide information to the public about ICE's access to individuals and to receive

and consider public comment. As part of this forum, the local law enforcement agency may provide the governing body with data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided ICE access, the date ICE access was provided, and whether the ICE access was provided through a hold, transfer, or notification request or through other means. Data may be provided in the form of statistics or, if statistics are not maintained, individual records, provided that personally identifiable information shall be redacted.

7283.2. Nothing in this chapter shall be construed to provide, expand, or ratify the legal authority of any state or local law enforcement agency to detain an individual based upon an ICE hold request.

SEC. 4. The Legislature finds and declares that Section 3 of this act, which adds Chapter 17.2 (commencing with Section 7283) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

By requiring public meetings relating to the manner in which local law enforcement entities cooperate with federal authorities in enforcing federal immigration laws and making related documents open to public inspection, this act furthers the purposes of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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