

**CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229**

GAYLE B. UILKEMA, CHAIR, 2nd DISTRICT

JOHN GIOIA, 1st DISTRICT

MARY N. PIEPHO, 3rd DISTRICT

KAREN MITCHOFF, 4th DISTRICT

FEDERAL D. GLOVER, 5th DISTRICT

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

The Board of Supervisors respects your time, and every attempt is made to accurately estimate when an item may be heard by the Board. All times specified for items on the Board of Supervisors agenda are approximate.

Items may be heard later than indicated depending on the business of the day. Your patience is appreciated.

**AGENDA
January 18, 2011**

9:00 A.M. Convene and announcement adjournment to Closed Session in Room 101.

Closed Session Agenda :

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Ted Cwiek.

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Empl. Int'l Union United Health Care Workers West; East County Firefighters' Assn.; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO.

2. Agency Negotiators: David Twa and Ted Cwiek.

Unrepresented Employees: All unrepresented employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code, § 54956.9(a))

1. County of Sacramento, et al. v. State of California, et al.

Sacramento Superior Court No. 34-2010-00090983

2. State of California, by and through the Department of Water Resources v. County of Contra Costa, et al., Judicial Council Coordination Proceeding No. 4594 (San Joaquin Superior Court), Contra Costa Superior Court Case No. N09-1027.

3. Chevron USA Inc., v. County of Contra Costa, Contra Costa Superior Court Case No. C10-01390

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Gov. Code, § 54956.9(b):

Two potential cases

D. PUBLIC EMPLOYEE APPOINTMENT

Title: County Librarian

9:30 A.M. Call to order and opening ceremonies.

Inspirational Thought - *"If we are to go forward, we must go back and rediscover those precious values -- that all reality hinges on moral foundations and that all reality has spiritual control."* ~ Martin Luther King, Jr. (1929 - 1968)

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.72 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. Items removed from this section will be considered with the Short Discussion Items.

PRESENTATIONS

PR. 1 PRESENTATION declaring January 2011 as Human Trafficking Awareness Month in Contra Costa County. (Supervisor Gioia) (See C.11)

SHORT DISCUSSION ITEMS

SD. 1 PUBLIC COMMENT (3 Minutes/Speaker)

SD. 2 CONSIDER Consent Items previously removed.

SD. 3 HEARING on the itemized costs of abatement for property located at 540 Silver Ave., Richmond, CA (Shirley Wooten, Owner), (Jason Crapo, Department of Conservation & Development).

SD. 4 HEARING on the itemized costs of abatement for property located at 1817 Truman St., Richmond, CA (Irving Stuart, Owner), (Jason Crapo, Department of Conservation & Development).

SD. 5 HEARING on the itemized costs of abatement for property located at 1815 Truman St., Richmond, CA (Irving Stuart, Owner), (Jason Crapo, Department of Conservation & Development).

SD. 6 HEARING on the itemized costs of abatement for property located at 509 Parker Ave., Rodeo, CA (Sheila Ivers, Owner), (Jason Crapo, Department of Conservation & Development).

SD. 7 HEARING on the itemized costs of abatement for property located at 2721 Kevin Rd., San Pablo, CA (Fernando Perez, Owner), (Jason Crapo, Department of Conservation & Development).

SD. 8 CONSIDER adoption of Resolution No. 2011/14, modifying employment benefits for the County Librarian. (Ted Cwiek, Human Resources Director)

SD. 9 CONSIDER adoption of Resolution No. 2011/25, approving the Minimum Qualifications for Deputy Assignment to Contract Cities side letter between Contra Costa County and the Deputy Sheriff's Association, Rank and File Unit. (Ted Cwiek, Human Resources Director)

DELIBERATION ITEMS

D. 1 CONSIDER approving and authorizing the County Administrator to execute, on behalf of the County, a contract with ADP in the amount of \$3,116,400 to provide the automated timekeeping hardware, software, and professional service for the Time and Labor Management/Hosting Project for the period January 18, 2011 through January 18, 2016. (David Twa, County Administrator)

D. 2 CONSIDER approving and authorizing the County Administrator to execute a contract with Health Management Associates, Inc., in an amount not to exceed \$382,759 to conduct a sustainability review of the County's hospital, clinic, and health plan system for the period December 15, 2010 through June 30, 2011, and approving Appropriation Adjustment No. 5016 authorizing \$390,000 from the General Fund-Reserve for Contingencies and appropriate for contract expenses. (65% County General Fund, 35% Enterprise Fund I) (Theresa Speiker, Chief Asst. County Administrator)

- D. 3** CONSIDER accepting year-end reports on the County's 2010 Federal and State legislative programs, adopting the 2011 Federal and State Legislative Platforms, and providing further direction to County staff regarding legislative advocacy efforts. (David Twa, County Administrator)

11:00 a.m.

D. 4 11:00 A.M.

32nd Annual Dr. Martin Luther King, Jr. Commemoration and Humanitarian Awards Ceremony

- D. 5** CONSIDER reports of Board members.

Closed Session

*Adjourn in memory of
Bob Drake*

CONSENT ITEMS

Road and Transportation

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- C. 1** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Right of Way Contract and Rental Agreement dated December 17, 2010 for the property located at 2706 E. Tregallas Road, ACCEPT the Grant Deed from Ovette Baluyut et al; and APPROVE payment in the amount of \$436,375, in connection with the State Route 4 (E) Widening - Somersville Road to Route 160 Project as recommended by the Public Works Director, Antioch area. (100% Contra Costa Transportation Authority Funds)

Engineering Services

- C. 2** ADOPT Resolution No. 2011/21 approving Deferred Improvement Agreement along Arthur Road for Land Use Permit LP 10-02027, (APN 380-051-009), Martinez area. (No Fiscal Impact)
- C. 3** ADOPT Resolution No. 2011/22 accepting Offer of Dedication for Roadway Purposes, for Land Use Permit LP 10-02027, for project being developed by Pat and Lou Ann Crowe, as recommended by the Public Works Director, Martinez area. (No Fiscal Impact)
- C. 4** ADOPT Resolution No. 2011/24 accepting completion of improvements for Subdivision Agreement (Right-of-Way Landscaping) for Park Improvement Agreement PA 05-00028 (cross-reference Subdivision SD 99-08331), being developed by Danville Tassajara Partners, LLC, as recommended by the Public Works Director, Danville area. (No Fiscal Impact)
- C. 5** ADOPT Resolution No. 2011/23 approving reduction of performance bond amount, for Road Improvement Agreement RA 09-01245 (cross-reference Subdivision SD 07-08970), San Ramon (Dougherty Valley) area. (No Fiscal Impact)

Special Districts & County Airports

- C. 6** APPROVE funding approval process for the Flood Control and Water Conservation District participation in the Bay Area Integrated Regional Water Management Plan to now be done through the annual budget approval process, as recommended by the Chief Engineer, Countywide. (100% Flood Control District funds)
- C. 7** APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract with Hultgren-Tillis Engineers, in the amount of \$350,000 for geotechnical consulting services for the Wildcat Creek and San Pablo Creek Levee Certification Project, for the period beginning January 18, 2011, through December 31, 2013, North Richmond Area. (90% California Department of Water Resources Local Levee Assistance Program and 10% Flood Control Zone 7 Funds)

- C. 8** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control & Water Conservation District, or designee, to pay up to \$27,000 to the Contra Costa Water District for its share in the costs to prepare and submit a \$12,660,000 Proposition 84 Implementation Grant, of which \$2,000,000 is for the Upper Sand Creek Basin, East County area. (100% Drainage Area 130 Funds)

Claims, Collections & Litigation

- C. 9** DENY claims filed by Sean McCauley; James G. Harris; Jason Haskins; Tracie L. Jenkins; Paula Shields; Barbara Hause; and Stephen Hause; late claim filed by Greydis Guerra, a minor; and second amended claim filed by for California State Automobile Assoc. for Linda Decker.

Statutory Actions

- C.10** ACCEPT Board member meeting reports for December 2010.

Honors & Proclamations

- C.11** ADOPT Resolution No. 2011/18 declaring January 2011 as Human Trafficking Awareness Month in Contra Costa County, as recommended by Supervisor Gioia. (See PR.1)

Hearing Dates

- C.12** RECEIVE the 2010/11 property tax administrative cost recovery report of the Auditor-Controller, FIX March 1, 2011 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs, and DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing and to prepare and publish the required legal notice and make supporting documentation available for public inspection, as recommended by the County Administrator.

Appointments & Resignations

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- C.13** APPROVE the application form for active or courtesy staff membership and assignment to primary and secondary departments; the request for psychiatry privileges for psychiatric nurse practitioners; modification to obstetrics & gynecology privilege form; addition of five new medical staff members; primary department change and new privileges; advancement of five individuals to permanent staff; biennial reappointments, renewal of privileges, and resignations; as recommended by the Medical Executive Committee at their December 20, 2010 Meeting, and by the Health Services Director.
- C.14** APPOINT John Rinuado to the City of Pittsburg Local Committee Seat on the Advisory Council on Aging, for a term expiring September 30, 2012, as recommended by the Employment and Human Services Director.
- C.15** APPOINT Geneva Green to the Tenant seat on the Contra Costa County Housing Authority Board of Commissioners, as recommended by the County Administrator.

Personnel Actions

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- C.16** ADOPT Position Adjustment Resolution No. 20882 to add one Health Services Administrator - B (represented) position and one Medical Social Worker I (represented) position in the Health Services Department. (Offset by elimination of contract and temporary employee).
- C.17** ADOPT Personnel Adjustment Resolution No. 20880, to increase the hours of three permanent part-time Exempt Medical Staff Physician (represented) positions from 22/40 to 40/40, 24/40 to 28/40, and 24/40 to 32/40 and one permanent part-time Exempt Medical Staff Dentist (represented) position from 32/40 to 34/40 in the Health Services Department. (100 % Federally Qualified Health Center revenue)

- C.18** ADOPT Position Adjustment Resolution No. 20886 to add three Mental Health Clinical Specialist (represented) positions in the Health Services Department. (100% Mental Health Services Act Funds)
- C.19** ADOPT Position Adjustment Resolution No. 20887 to cancel two part-time Patient Financial Services Specialist - Project (represented) positions and add one full-time Patient Financial Services Specialist - Project (represented) position in the Health Services Department. (Cost Savings)

Grants & Contracts

APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:

- C.20** ADOPT Resolution No. 2011/19 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Aging to accept Medicare Improvements for Patients and Providers Act funding in an amount not to exceed \$50,186 for the term of January 1, 2011 through June 30, 2012. (No County match)
- C.21** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with the Association of Bay Area Governments in an amount not to exceed \$496,649 to participate in the grant-funded North Richmond pump station pilot diversion project, effective March 10, 2010 through January 1, 2014, North Richmond area. (75% Estuary 2100-2: San Francisco Bay Program—Building Partnerships for Resilient Watersheds grant program funding and 25% Stormwater Utility Assessment Funds)
- C.22** APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to execute a contract amendment to increase the amount payable to the County from the California Department of Education by \$144,354 to a new payment limit not to exceed \$3,093,752 to support childcare and development programs with no change to the term July 1, 2010 through June 30, 2011. (No County match)
- C.23** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the State of California, 23rd District Agricultural Association, including full indemnification of the State of California, to pay the County an amount not to exceed \$30,000 to provide law enforcement services at the Contra Costa County Fair for the period June 1 through June 5, 2011. (100% State funds; Budgeted)
- C.24** APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to accept funding from California Department of Community Services and Development in an amount not to exceed \$124,898 for Community Services Block Grant program services during the term January 1, 2011 through December 31, 2011. (No County match)

APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:

- C.25** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with the San Francisco Estuary Institute, effective December 31, 2010, to extend the term of the contract from December 31, 2010 to December 31, 2011, with no change to the contract payment limit, to allow Contractor to complete services associated with an assessment of historic natural resource conditions in the County. (100% various grants and Flood Control funds)
- C.26** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase change order with Hammons Supply Company, to extend the termination date from January 31, 2011 to January 31, 2012 and increase the payment limit by \$305,000 to a new payment limit of \$622,000 for miscellaneous janitorial supplies used in the County's detention facilities. (100% General Fund; Budgeted)
- C.27** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with New Connections, effective December 1, 2010, to increase the payment limit by \$10,000, to a new payment limit of \$318,000, to provide services to additional County residents with HIV disease, with no change in the original term of March 1, 2010 through February 28, 2011. (100% Ryan White HIV/AIDS Treatment Modernization Act of 2006)
- C.28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nadhan, Inc., dba Creekside Convalescent Hospital and Mental Health Rehabilitation Program, in an amount not to exceed \$306,600, to provide sub-acute care for seriously and persistently mentally ill adults, for the period January 1, 2011 through December 31, 2012. (100% Mental Health Realignment)

- C.29** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to issue a Request for Proposal for Child Welfare Redesign, Differential Response Program Path 1 and Path 2 services in an amount not to exceed \$910,000. (88.2% State 4.8% County, 7% Federal)
- C.30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Fred Finch Children's Home, in an amount not to exceed \$1,400,642, to continue implementation of the Mental Health Services Act Community Services and Supports Program, for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$700,321. (39% by Federal Medi-Cal and 61% by State Mental Health Services Act [Prop 63])
- C.31** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Victor Kogler, in an amount not to exceed \$125,938, to provide consultation, technical assistance and operational support to the Alcohol and Other Drugs Services Division, for the period January 1, 2011 through December 31, 2011. (100% Federal Prevention Set-Aside)
- C.32** AWARD design-build contract to Vila Construction Company, Richmond, in the amount of \$7,706,205, for the Remodeling of 30 Muir Road, Martinez, for the Department of Conservation and Development; ANNOUNCE the contract award publicly; and AUTHORIZE the General Services Director, or designee, to execute the contract. (100% Land Development fees)
- C.33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jackson & Coker LocumTenens, LLC in an amount not to exceed \$250,000, to provide temporary help physicians for Contra Costa Regional Medical Center and Contra Costa Health Centers and the County's Main Detention Facility, for the period January 1, 2011 through December 31, 2011. (100% Enterprise Fund I)
- C.34** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Unified Teldata Inc., in an amount not to exceed \$144,000 for the upgrade of the countywide Call Management System at 1275 Hall Avenue, Richmond. (100% User fees)
- C.35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Young Men's Christian Association of the East Bay, in an amount not to exceed \$99,234 to provide Mental Health Services Act prevention and early intervention services for the period January 1 through June 30, 2011, with a six-month automatic extension through December 31, 2011 in an amount not to exceed \$99,234. (100% Mental Health Services Act funding)
- C.36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Ryse, Inc., a California Nonprofit Corporation, in an amount not to exceed \$430,000 to provide Mental Health Services Act prevention and early intervention services for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011 in an amount not to exceed \$215,061. (100% Mental Health Services Act funding)
- C.37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Rainbow Community Center of Contra Costa County, in an amount not to exceed \$138,955, to provide Mental Health Services Act prevention and early intervention services for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$69,477. (100% Mental Health Services Act)
- C.38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The West Contra Costa Youth Service Bureau, in an amount not to exceed \$648,894, to provide wraparound mental health services for youth, for the period January 1, 2011 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$648,894. (62% Federal Medi-Cal, 33% State Early and Periodic, Diagnosis, Screening and Treatment, 5% Mental Health Realignment)
- C.39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Community Health for Asian Americans, in an amount not to exceed \$338,680, to provide implementation of County's Mental Health Act Community Supports and Service Teams Project for the period January 1, 2011 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$338,680. (25% Federal Medi-Cal, 14% State Early Periodic Screening, Diagnosis, and Treatment, 61% Mental Health Services Act)
- C.40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with STAND! Against Domestic Violence in an amount not to exceed \$122,731 to provide Mental Health Services Act prevention and early intervention services for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011 in an amount not to exceed \$61,365. (100% Mental Health Services Act funding)
- C.41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Desarrollo Familiar, Inc., in an amount not to exceed \$254,700, to provide school and community based mental health services for Latino children and their families, for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$127,350. (50% Federal Medi-Cal, 45% State Early and Periodic, Screening, Diagnostic and Treatment, 4% Mount Diablo Unified School District, 1% Mental Health Realignment)

- C.42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Mount Diablo Unified School District, in an amount not to exceed \$1,010,952, to provide wraparound services for seriously emotionally disturbed children and their families for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$505,476. (50% Federal Medi-Cal, 45% State Early and Periodic, Screening, Diagnostic and Treatment, 4% Mount Diablo Unified School District, 1% Mental Health Realignment)
- C.43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Seneca Residential and Day Treatment Center for Children, in an amount not to exceed \$555,000, to provide therapeutic behavioral services for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$277,500. (62% Federal Medi-Cal, 33% State Early and Persistent Screening, Diagnosis, and Treatment, 5% Mental Health Realignment)
- C.44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Seneca Residential and Day Treatment Center for Children, in an amount not to exceed \$203,356, to provide intensive crisis stabilization services to youth through the Mobile Crisis Response Teams for the period January 1, 2011 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$203,356. (39% Federal Medi-Cal, 25% State Early and Periodic Screening, Diagnosis and Treatment, 36% County Mental Health Realignment)
- C.45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with FamiliesFirst, Inc., in an amount not to exceed \$270,768, to provide day treatment services for seriously emotionally disturbed adolescents, for the period January 1, 2011 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$270,768. (62% Federal Medi-Cal, 38% State Early and Periodic Screening, Diagnosis, and Treatment)
- C.46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with STAND! Against Domestic Violence, in an amount not to exceed \$106,000, to provide mental health services to recipients of the CalWORKs Program, for the period July 1, 2010 through June 30, 2011, with a six-month automatic extension through December 31, 2011, in an amount not to exceed \$53,000. (100%) State CalWORKs)
- C.47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with New Connections, in an amount not to exceed \$420,000, to provide substance abuse and mental health services for CalWORKs program participants for the period July 1, 2010 through June 30, 2011. (5% Federal Perinatal Set-Aside, 95% State CalWORKs)
- C.48** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Contra Costa Economic Partnership to increase the contract payment limit by \$85,000 for a new limit not to exceed \$181,000 for increased green industry project management services with no change to the contract term of June 15, 2010 through June 30, 2011. (100% Federal)
- C.49** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with TRC Engineers, Inc. to extend the contract term from October 31, 2010 to December 11, 2010 for the Iron Horse Trail Pedestrian Overcrossing project, Pleasant Hill area. (47.0 % Redevelopment, 19.3% Housing Incentive Program, 11.6% Regional Bicycle and Pedestrian Program, 10.6% Measure C, 5.8% Transportation for Livable Communities, 3.8% Transportation Equity Act, and 1.9% Transportation Enhancement Funds)
- C.50** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Securimetrics, Inc., in the amount of \$130,000 for annual maintenance and support of the Jail Management System (JMS) for the period November 1, 2010 through October 31, 2011. (100% General Fund; Budgeted)

Other Actions

- C.51** RECEIVE the 2010 Annual Report submitted by the Bethel Island Municipal Advisory Council, as recommended by Supervisor Glover.
- C.52** ACCEPT a Grant Deed from Mr. Albert Loo for the transfer of title to the County of three parcels of improved land located at 256 24th Street, Richmond, and APPROVE and AUTHORIZE the General Services Director, or designee, to execute all necessary documents to complete the transfer; and ADOPT related California Environmental Quality Act findings. (\$6,600 closing costs: 60% Medi-Cal; 40% State Early Periodic Screening, Diagnosis, and Treatment funding)
- C.53** APPROVE amendments to the Contra Costa County Office of Education's Conflict of Interest Code, as recommended by the County Counsel.
- C.54** APPROVE amendment to the Lafayette School District's Conflict of Interest Code, as recommended by the County Counsel.

- C.55** APPROVE amendment to the Conservation and Development Department's Conflict of Interest Code, as recommended by the County Counsel.
- C.56** APPROVE amendments to the Contra Costa County Library's Conflict of Interest Code, as recommended by the County Counsel.
- C.57** APPROVE amendments to the Public Works Department Conflict of Interest Code, as recommended by the County Counsel.
- C.58** APPROVE amendments to the Antioch Unified School District's Conflict of Interest Code, as recommended by the County Counsel.
- C.59** APPROVE amendments to the San Ramon Valley Unified School District's Conflict of Interest Code, as recommended by the County Counsel.
- C.60** APPROVE amendments to the Mt. View Sanitary District's Conflict of Interest Code, as recommended by the County Counsel.
- C.61** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase change order with Clean Source to extend the termination date from January 31, 2011 to January 31, 2012 and increase the payment limit by \$200,000 to a new payment limit of \$905,000 for miscellaneous janitorial supplies as needed within the County's detention facilities. (100% General Fund; Budgeted)
- C.62** DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of vehicles no longer needed for public use as recommended by the General Services Director. (No fiscal impact)
- C.63** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Allen Packaging Company in the amount of \$125,000 to provide "Seal-a-Meal" food trays for adult detention facilities countywide. (100% General Fund; Budgeted)
- C.64** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase change order with Outdoor Outfits, to extend the termination date from November 30, 2010 to November 30, 2012 and increase the payment limit by \$36,033 to a new payment limit of \$149,370 for rain gear products. (100% California Office of Traffic Safety revenue; Budgeted)
- C.65** ADOPT Resolution No. 2011/20 honoring the Honorable Susan McNulty Rainey and her 13 years of public service to the citizens of Contra Costa County, as recommended by Supervisors Piepho and Uilkema.
- C.66** Accept the Fleet Internal Service Fund report for FY 2009-10 as recommended by the Internal Operations Committee. (No fiscal impact)
- C.67** APPROVE amendments to the Town of Discovery Bay Community Services District Conflict of Interest Code, as recommended by the County Counsel.
- C.68** ADOPT Resolution No. 2011/26 to set in motion the election procedure to fill the positions of Contra Costa County Employees' Retirement Association's Board of Retirement member 3, 7, and 7 Alternate, as recommended by the Retirement Administration Manager.
- C.69** REFER to the Finance Committee a review of the Auditor-Controllers' report on the Keller Canyon Mitigation Fund, as requested by Supervisor Glover.
- C.70** ADOPT Resolution No. 2011/27 requiring HIV (human immunodeficiency virus) testing of individuals charged with sexual assault crimes no later than 48 hours after the filing of the Information or Indictment, as recommended by the District Attorney. (No fiscal impact)
- C.71** APPROVE the Notice of Intention to purchase 2.83 acres of Real Property on Technology Way in Brentwood from Gregory Ranch Office Investors, LP for future development purposes, for the sum of \$1,300,000, which is a fair and reasonable price therefore, plus escrow closing costs, and pursuant to Government Code 25350.
- C.72** ADOPT Resolution No. 2011/34 in support of Contra Costa County's Federal Fiscal Year 2012 appropriations requests, as specified in the 2011 Federal Legislative Platform, as recommended by the County Administrator.

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

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 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, 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 or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, 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, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

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) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of taped recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

Applications for personal subscriptions to the weekly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The weekly agenda may also be viewed on the County's Internet Web Page:
www.co.contra-costa.ca.us

STANDING COMMITTEES

The **Airport Committee** (Supervisors Karen Mitchoff and Mary N. Piepho) meets on the third Monday of the month at 11:00 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Gayle B. Uilkema and Federal D. Glover) meets on the first Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors John Gioia and Federal D. Glover) meets on the third Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Mary N. Piepho and John Gioia) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the first Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors Federal D. Glover and John Gioia) meets on the third Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Karen Mitchoff and Mary N. Piepho) meets on the third Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee			See above
Family & Human Services Committee			See above
Finance Committee			See above
Internal Operations Committee			See above
Legislation Committee			See above
Public Protection Committee	January 24, 2010	11:00 a.m.	Room 101
Transportation, Water & Infrastructure Committee			See above

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PERSONS WHO WISH TO ADDRESS THE BOARD MAY BE LIMITED TO THREE (3) MINUTES

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

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

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. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
AICP American Institute of Certified Planners
AIDS Acquired Immunodeficiency Syndrome
ALUC Airport Land Use Commission
AOD Alcohol and Other Drugs
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BCDC Bay Conservation & Development Commission
BGO Better Government Ordinance
BOS Board of Supervisors
CALTRANS California Department of Transportation
CalWIN California Works Information Network
CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCCFPD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Syndrome
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated

IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFI Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee

To: Board of Supervisors

From: Jason Crapo, County Building Official

Date: December 1, 2010



**Contra
Costa
County**

Subject: Cost Confirmation hearing for the real property located 540 Silver Ave., Richmond, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 540 Silver Ave Richmond, CA, Contra Costa County; APN 409-141-001; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$7,359.14.

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

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

FISCAL IMPACT:

The costs, as determined above, will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Jason Crapo 335-1108

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

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

The Notice and Order to Abate was posted on the above-referenced property for a vacant structure that is not secured whose interior contains waste, rubbish and debris and whose premises contains waste, rubbish, debris and excessive vegetation and served on the property owner and all persons known to be in possession of the property by certified mail on September 30, 2009.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on January 7, 2010.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on July 23, 2010. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved the County will not be able to recover costs for abatement of code violations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

CONTRA COSTA COUNTY

DATE: January 18, 2011

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Joe Losado, Sr. Building Inspector
for Eduardo Franco

RE: Itemized Report of Abatement Costs

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

OWNER: Theodore & Shirley Wooten

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: September 30, 2009

ABATEMENT COMPLETED DATE: January 7, 2010

SITE ADDRESS: 540 Silver Ave., Richmond, CA
APN #:409-141-001

PROPERTY DESCRIPTION: Single Family Dwelling

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

ITEM	EXPLANATION	COST
Notice to Comply		\$ 100.00
Site Inspections (4 x \$25)		\$ 100.00
PIRT (Title Search)		\$ 150.00
Certified Letter & Regular Mailings		\$ 17.94
Photos		\$ 30.00
Sign, chain and lock		\$ 50.00
Contractor hired for abatement		\$ 6,511.20
Final Site Inspection to Confirm Compliance		\$ 200.00
Compliance Report and Board Hearing		\$ 200.00
	Total	\$ <u>7,359.14</u>

Abatement costs can be paid at or mailed to Building Inspection, Property Conservation Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.



Before



After

Address: 540 Silver Ave., Richmond

RF #: RF09-00308

Notes: Board up and clean up

To: Board of Supervisors

From: Jason Crapo, County Building Official

Date: December 7, 2010



**Contra
Costa
County**

Subject: Cost Confirmation hearing for real property located at 1817 Truman St., Richmond, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 1817 Truman St., Richmond, CA, Contra Costa County; APN 409-240-030; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$10,588.85.

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

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

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Jason Crapo 335-1108

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

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

The Notice and Order to Abate was posted on the above-referenced property for an illegal structure built across the property line and that the building is substandard, lack of adequate heating and accumulation of weeds, junk and garbage and served on the property owner and all persons known to be in possession of the property by certified mail on May 11, 2009.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on December 21, 2009.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on May 21, 2010. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved the County will not be able to recover costs for abatement on code violations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

CONTRA COSTA COUNTY

DATE: January 18, 2011

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Joe Losado, Sr. Building Inspector
for Eduardo Franco

RE: Itemized Report of Abatement Costs

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

OWNER: Irving Stuart

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: May 11, 2009

ABATEMENT COMPLETED DATE: December 21, 2009

SITE ADDRESS: 1817 Truman St., Richmond, CA
APN #:409-240-030

PROPERTY DESCRIPTION: Single Family Residence

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

ITEM	EXPLANATION	COST
Notice to Comply		\$ 100.00
Site Inspections (5 x \$25 divided by 2)		\$ 62.50
PIRT (Title Search)		\$ 150.00
Certified Letter & Regular Mailings, bid packages		\$ 31.63
Photos		\$ 28.50
Contractor hired for abatement		\$ 9,683.72
Asbestos Report (\$465 divided by 2)		\$ 232.50
Final Site Inspection to Confirm Compliance (Divided by 2)		\$ 100.00
Compliance Report and Board Hearing		\$ <u>200.00</u>
Total		\$ <u>10,588.85</u>

Abatement costs can be paid at or mailed to Building Inspection, Property Conservation Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.

1817 Truman Street, Richmond



To: Board of Supervisors

From: Jason Crapo, County Building Official

Date: December 7, 2010



**Contra
Costa
County**

Subject: Cost Confirmation hearing for real property located at 1815 Truman St., Richmond, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 1815 Truman St., Richmond, CA, Contra Costa County; APN 409-240-029; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$10,588.85.

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

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

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Jason Crapo 335-1108

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

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

The Notice and Order to Abate was posted on the above-referenced property for an illegal structure built across the property line and that the building is substandard, lack of adequate heating and accumulation of weeds, junk and garbage and served on the property owner and all persons known to be in possession of the property by certified mail on May 11, 2009.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on December 21, 2009.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on May 21, 2010. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved the County will not be able to recover costs for abatement on code violations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

1815 Truman Street, Richmond



CONTRA COSTA COUNTY

DATE: January 18, 2011

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Joe Losado, Sr. Building Inspector
for Eduardo Franco

RE: Itemized Report of Abatement Costs

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

OWNER: Irving Stuart

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: May 11, 2009

ABATEMENT COMPLETED DATE: December 21, 2009

SITE ADDRESS: 1817 Truman St., Richmond, CA
APN #:409-240-030

PROPERTY DESCRIPTION: Single Family Residence

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

ITEM	EXPLANATION	COST
Notice to Comply		\$ 100.00
Site Inspections (5 x \$25 divided by 2)		\$ 62.50
PIRT (Title Search)		\$ 150.00
Certified Letter & Regular Mailings, bid packages		\$ 31.63
Photos		\$ 28.50
Contractor hired for abatement		\$ 9,683.72
Asbestos Report (\$465 divided by 2)		\$ 232.50
Final Site Inspection to Confirm Compliance (Divided by 2)		\$ 100.00
Compliance Report and Board Hearing		\$ <u>200.00</u>
Total		\$ <u>10,588.85</u>

Abatement costs can be paid at or mailed to Building Inspection, Property Conservation Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.

To: Board of Supervisors

From: Jason Crapo, County Building Official

Date: December 13, 2010



**Contra
Costa
County**

Subject: Cost Confirmation hearing for real property located at 509 Parker Ave., Rodeo, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 509 Parker Ave, Rodeo, CA, Contra Costa County; APN 357-140-036; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$680.58.

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

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

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Jason Crapo 335-1108

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

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

The Notice and Order to Abate was posted on the above-referenced property for a vacant lot whose premises contains waste, rubbish, debris or excessive vegetation and served on the property owner and all persons known to be in possession of the property by certified mail on July 21, 2010.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on October 1, 2010.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on October 4, 2010. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved the County will not be able to recover costs for abatement on code violations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

CONTRA COSTA COUNTY

DATE: January 18, 2011
TO: Clerk of the Board
FROM: Department of Conservation & Development
By: Tyrone Ridgle, Building Inspector II
RE: Itemized Report of Abatement Costs

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

OWNER: Sheila Ivers, Tre

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: July 21, 2010

ABATEMENT COMPLETED DATE: October 1, 2010

SITE ADDRESS: 509 Parker Ave., Rodeo, CA
APN #:357-140-036

PROPERTY DESCRIPTION: Vacant lot

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

<u>ITEM</u>	<u>EXPLANATION</u>	<u>COST</u>
Notice to Comply		\$ 100.00
PIRT (Title Search)		\$ 150.00
Certified Letter & Regular Mailings		\$ 11.08
Photos		\$ 19.50
Final Site Inspection to Confirm Compliance		\$ 200.00
Compliance Report and Board Hearing		\$ 200.00
	Total	\$ <u>680.58</u>

Abatement costs can be paid at or mailed to Building Inspection, Property Conservation Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.



Before



After

Address: 509 Parker Avenue, Rodeo, CA

RF #: BIRF10-00481

Notes: Owner clean property Admin. Fees due

To: Board of Supervisors

From: Jason Crapo, County Building Official

Date: December 15, 2010



**Contra
Costa
County**

Subject: Cost confirmation hearing for real property located at 2721 Kevin Rd., San Pablo

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 2721 Kevin Rd., San Pablo, CA, Contra Costa County; APN 403-176-003; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$1,426.62.

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

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

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Jason Crapo 335-1108

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

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

The Notice and Order to Abate was posted on the above-referenced property for a vacant structure whose premises contain overgrown vegetation, rubbish and debris and served on the property owner and all persons known to be in possession of the property by certified mail on August 19, 2010.

The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer abated the nuisance on October 4, 2010.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on October 14, 2010. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 651 Pine Street, Room 106, Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved the County will not be able to recover costs for abatement on code violations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

CONTRA COSTA COUNTY

DATE: January 18, 2011
TO: Clerk of the Board
FROM: Department of Conservation & Development
By: Tyrone Ridgle, Building Inspector II
RE: Itemized Report of Abatement Costs

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

OWNER: Fernando Perez

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: August 19, 2010

ABATEMENT COMPLETED DATE: October 4, 2010

SITE ADDRESS: 2721 Kevin Rd., San Pablo, CA
APN #:403-176-003

PROPERTY DESCRIPTION: Single Family Residence

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

<u>ITEM</u>	<u>EXPLANATION</u>	<u>COST</u>
Notice to Comply		\$ 200.00
PIRT (Title Search)		\$ 150.00
Certified Letter & Regular Mailings		\$ 16.62
Photos		\$ 30.00
Contractor hired for abatement		\$ 630.00
Final Site Inspection to Confirm Compliance		\$ 200.00
Compliance Report and Board Hearing		\$ 200.00
	Total	\$ <u>1426.62</u>

Abatement costs can be paid at or mailed to Building Inspection, Property Conservation Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.



Before



After

Address: 2721 Kevin Rd., San Pablo

RF #: BIRF10-00569

Notes: Property abated

To: Board of Supervisors

From: Ted Cwiek, Human Resources Director

Date: November 30, 2010



**Contra
Costa
County**

Subject: Modification of employment benefits for County Librarian (Exception to Management Resolution 2010/514)

RECOMMENDATION(S):

CONSIDER adopting Resolution No. 2011/14 regarding the modification of employment benefits for the County Librarian. The modifications include removing the County Librarian's eligibility for the Vacation Buy Back benefit and reducing the County Librarian's maximum accruals of personal holiday hours from 40 hours to 24 hours.

FISCAL IMPACT:

While providing sufficient benefits to the employee, this Resolution may result in future reductions to the County's long term pension liability and thus may enhance the County's overall fiscal stability and ability to deliver services. The Resolution eliminates the Librarian's ability to elect payment of up to one-third of annual vacation accruals and reduces maximum personal holiday leave accrual. Both of these changes reduce the amount of annual compensation that can count towards retirement compensable compensation and may therefore have an impact on final pension benefits. After thirty years of employment, upon retirement the Librarian would have been eligible for up to 186 hours of vacation buy back – this recommendation reduces the eligible sale to zero.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Ted Cwiek, (925) 335-1766

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

Concerns have been expressed regarding certain benefits provided to unrepresented management which may have the effect of causing the "spiking" of pension benefits. On a case-by-case basis, the Board of Supervisors has been evaluating new hires within the unrepresented management classifications to determine what, if any, existing unrepresented management benefits should be conferred upon the new hires.

In keeping with that evaluation, it is recommended that the Board of Supervisors enact an amendment to Resolution No. 2010/514, to establish the following changes in benefits for the newly-hired County Librarian:

1. The County Librarian may accrue a maximum of twenty four (24) hours of personal holiday credit instead of forty (40) hours.
2. The County Librarian will not be eligible for the Vacation Buy Back benefit.

CONSEQUENCE OF NEGATIVE ACTION:

The benefit cost savings resulting from the changes referred to above will be lost.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2011/14

IN THE MATTER OF: Modification of employment benefits for County Librarian.

Recitals:

- A. Anne Cain, County Librarian, has retired from County service.
- B. The Board of Supervisors is in the process of recruiting, interviewing, and hiring a new County Librarian.
- C. This resolution is intended to modify the employment benefits for the new County Librarian that are now set forth in Resolution No. 2010/514.

NOW, THEREFORE, the Contra Costa County Board of Supervisors, acting solely in its capacity as the governing board of the County of Contra Costa, **RESOLVES THAT:**

1. On and after the adoption of this resolution, the employment benefits of the County Librarian are as set forth in Resolution No. 2010/514, as periodically amended, except that:

- A. The County Librarian is not eligible for the Vacation Buy Back benefit set forth in Section 16.
- B. For the County Librarian, the Personal Holiday Credit benefit set forth in Section 1.16 is replaced with the following:

Personal Holiday Credit: The County Librarian is entitled to accrue two (2) hours of personal holiday credit each month. The County Librarian may accrue no more than twenty four (24) hours of personal holiday credit. On separation from County service, the County Librarian will be paid for any unused personal holiday credit hours at his/her then current rate of pay, up to a maximum of twenty four (24) hours.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Ted Cwiek, (925) 335-1766

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Order on _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUBJECT: Compensation and Benefits Authorized for)
County Elected and Appointed Department)
Heads, Management, Exempt, and)
Unrepresented Employees for the Period) Resolution No. 2010/514
from July 21, 2009 through June 30, 2011)
and Until Further Order)

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa RESOLVES THAT:

Effective upon adoption and continuing to June 30, 2011, and until further order of the Board, the Board adopts the attached program of compensation and benefits for County Elected and Appointed Department Heads, Management Employees, Exempt Employees, and Unrepresented Employees. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), as amended, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2010/427.

Unless expressly provided otherwise, this Resolution is subject to the provisions of resolutions providing general and pay equity salary adjustments, Administrative Bulletins, the 1937 County Employees Retirement Act, the County Salary Regulations, and the County Personnel Management Regulations. This Resolution does not authorize compensation and benefits for any employees of the Contra Costa Superior Court or for any management employee who is represented by an employee organization with a Memorandum of Understanding.

Management and Unrepresented employees include employees in Classified, Project, and Exempt classifications. Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full-time or part-time, twenty (20) or more hours per week.

The full text of this Resolution is attached. Also attached are the following exhibits:

- I. BENEFITS FOR MANAGEMENT, EXEMPT AND UNREPRESENTED EMPLOYEES are provided for those classes listed in Exhibit A.
- II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES are provided for those classes listed in Exhibit A, except for the classes listed in Exhibit B.
- III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS are provided for those classes listed in Exhibit C.
- IV. SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS are

provided as indicated in each section.

- V. CHIEF ASSISTANT CLASSES for purposes of Section 23 are listed in Exhibit D.
- VI. CALPERS HEALTH PLAN CLASSES for purposes of Section 2 are listed in Exhibit E.

Orig Dept.: Human Resources Department - Ted Cwiek (335-1766)
cc: County Administrator - Lisa Driscoll
County Counsel - Vickie L. Dawes
Auditor/Controller - Elizabeth Verigin
Contra Costa County Employees' Retirement Association

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I. BENEFITS FOR MANAGEMENT, EXEMPT, AND UNREPRESENTED EMPLOYEES

1. Leaves With and Without Pay

- 1.10 Holidays: The County will observe the following holidays during the term covered by this Resolution:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

- 1.11 Definitions:

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

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

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

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

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

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

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

- 1.12 Holidays: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County. 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.
- 1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.
- 1.14 Holidays - Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.
- 1.15 No Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 11).
- 1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

- 1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

Effective on November 1, 2007 and for purposes of this section only, employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and are thereafter rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), "length of service" includes all service time with Contra Costa County and all service time with the Superior Court. However, this benefit is only applicable prospectively from the date the employee is rehired by Contra Costa County.

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.7 (Sick Leave Policy) adopted on October 17, 1997, as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.
- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave.
- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.

2. Health, Dental, and Related Benefits

2.10 Application:

- a. Employees in classifications who receive health care coverage from County Plans: The following Sections apply to all employees in classifications covered by this Resolution who receive health care coverage from County Plans and do not receive health plan coverage through CalPERS: Section 2.11 "Health Plan Coverages," Section 2.12 "County Health and Dental Plan Contribution Rates," Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility."
- b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to all employees in the classifications listed in Exhibit E: Section 2.17 "CalPERS Controls," Section 2.18 "Contra Costa Health Plan (CCHP)," Section 2.19 "CalPERS Health Plan Monthly Premium Subsidy," Section 2.20 "CalPERS Retirement Coverage," Section 2.21 "CalPERS Premium Payments," and Section 2.22 "Dental Plan - CalPERS Participants."
- c. General provisions: The following Sections apply to all employees in all the classifications covered by this Resolution: Section 2.23 "Dual Coverage," Section 2.24 "Life Insurance Benefit Under Health and Dental Plans," Section 2.25 "Supplemental Life Insurance," Section 2.26 "Catastrophic Leave Bank," Section 2.27 "Health Care Spending Account," Sections 2.28 "PERS Long-Term Care," Section 2.29 "Dependent Care Assistance Program," Section 2.30 "Premium Conversion Plan," and Section 2.31 "Prevailing Section."

2.A. Employees In Classifications Who Receive Health Care Coverage From County Plans

- 2.11 Health Plan Coverages: Effective on January 1, 2000, the County will provide the medical and dental coverage for Management, Exempt, and Unrepresented employees and for their eligible family members, expressed in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:
 - a. Contra Costa Health Plans (CCHP), Plan A
 - b. Contra Costa Health Plans (CCHP), Plan B
 - c. Kaiser Permanente Health Plan
 - d. Health Net HMO
 - e. Health Net PPO
 - f. Delta Dental
 - g. PMI Delta Care Dental

2.12 County Health and Dental Plan Contribution Rates:

a. Through December 31, 2009, the County will pay the following monthly premium subsidies for employees and their eligible family members for these health and dental plans:

1. Contra Costa County Health Plans, Plan A, ninety-eight percent (98%).
2. Contra Costa County Health Plans, Plan B, ninety percent (90%).
3. Kaiser Permanente Health Plan, eighty percent (80%).
4. Health Net HMO, eighty percent (80%).
5. Health Net PPO, fifty-eight and 05/100 percent (58.05%), provided that the County will pay only fifty percent (50%) of any premium increase in calendar year 2009.
6. Delta Dental and PMI Delta Care Dental when combined with Contra Costa County Health Plans, Plan A or Plan B, ninety-eight percent (98%).
7. Delta Dental when combined with Kaiser Permanente Health Plan, Health Net HMO or Health Net PPO, seventy-eight percent (78%).
8. PMI Delta Care Dental when combined with Kaiser Permanente Health Plan, Health Net HMO, or Health Net PPO, seventy-eight percent (78%).
9. Delta Dental or PMI Delta Care Dental for employees who do not receive any health care coverage from the County (or from CalPERS), one hundred percent (100%) less one cent (\$.01).

b. Premium Subsidy After December 31, 2009:

1. Plans other than CCHPA, CCHPB, Delta Dental/CCHPA and B, PMI Dental Care/CCHPA and B and Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and each dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed above that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. If there is an increase in the premium charged by a health or dental plan for 2010, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent (11%) of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010

premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.

2. CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed above that is equal to ninety-three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County will additionally pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.

3. Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this resolution, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.

4. After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.

- c. If the County contracts with a health or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that health plan for employees and their eligible family members.
- d. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.13 Retirement Coverage:

a. Upon Retirement:

1. Upon retirement and for the term of this resolution, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 2.12(a) for eligible retirees and their eligible family members until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 2.12(b).

2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of any county health and/or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the chosen health and/or dental plan without any County premium subsidy. This provision does not apply to any member of the Board of Supervisors who was a County employee when elected to the Board of Supervisors with a County employee hire date that is earlier than January 1, 2009.

b. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.

2. Life insurance coverage is not included.

3. To continue health and dental coverage, the employee must:

I. be qualified for a deferred retirement under the 1937 Retirement Act provisions;

- ii. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
- iii. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
- iv. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Auditor-Controller. 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 continued health benefits hereunder after retirement and may elect not to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage as similarly situated retirees who did not defer retirement.

8. This subpart b "Employees Who File for Deferred Retirement" does not apply to any employee in any classification listed in Exhibit E.

- c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: 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 Resolution.

- d. Subject to the provisions of Section 2.13 subparts (a), (b), and © and upon retirement and for the term of this resolution, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: County Elected and Appointed Department Heads, Management Employees, Exempt Employees, Unrepresented Employees, and each employee who retired from a position or classification that was unrepresented at the time of his or her retirement.
- e. For purposes of this Section 2.13 only, "eligible family members" does not include Survivors of employees or retirees.

2.14 Layoff and Other Loss of Coverage:

- a. If a husband and wife both work for the County and one (1) of them is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.
- b. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the County will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

2.15 Health Plan Coverages and Provisions: The following provisions are applicable to County Health and Dental Plan participation:

- a. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less and permanent-intermittent employees may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- b. Employee Contribution Deficiencies: The County's contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- c. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums are paid by the employee.

- d. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.
- 2.16 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:
- a. The Subscriber's Legal Spouse.
 - b. The Subscriber's Qualified Domestic Partner.
 - c. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:
 - 1. Under 19 years of age.
 - 2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.
 - 3. ~~Age 19 and over, disabled and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~
 - 4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.

2.B. Employees In Classifications Who Receive Health Care Coverage From CalPERS

- 2.17 CalPERS Controls: The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.
- 2.18 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.
- 2.19 CalPERS Health Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly health plan premiums are as provided below. The employee

must pay any CalPERS health plan premium costs that are greater than the County's subsidies identified below.

a. County Premium Subsidy Through December 31, 2009. Through December 31, 2009, the County will pay a monthly premium subsidy for the CalPERS health plan chosen by the employee in an amount not to exceed eighty-seven percent (87%) of the CalPERS Bay Area/Sacramento Kaiser premium at each level (employee only, employee + one, employee + two or more).

b. County Premium Subsidy On and After January 1, 2010.

1. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each CalPERS health plan chosen by the employee that is equal to the actual dollar monthly premium subsidy that was paid by the County at each level (employee, employee + one, employee + two or more) for calendar year 2009 for the CalPERS Bay Area Kaiser plan, or the CalPERS statutory minimum employer monthly premium subsidy, whichever amount is greater. If there is an increase in the premium charged for the CalPERS Bay Area Kaiser plan for 2010, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the plan that does not exceed eleven percent (11%) of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the plan, the County will additionally pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged for the CalPERS Bay Area Kaiser plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the plan that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the plan, the County will additionally pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.

2. After June 29, 2011, the County will pay a monthly premium subsidy for each CalPERS health plan that is equal to the actual dollar amount of the premium subsidy that is paid by the County in the month of May 2011 for the CalPERS Bay Area Kaiser plan at each level (employee, employee + one, employee + two or more), or the CalPERS statutory minimum employer monthly premium subsidy, whichever amount is greater. The amount of the County subsidy that is paid for employees and eligible family members will thereafter be a set dollar amount and will not be a percentage of the CalPERS Bay Area Kaiser premium. If CalPERS changes the plans it offers, then the County's monthly premium subsidy for the new plan(s) will not exceed the actual dollar monthly premium subsidy that is paid by the County for the CalPERS Bay Area Kaiser plan at each level (employee

only, employee + one, employee + two or more) as of May 2011.

3. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.20 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit E.

2.21 CalPERS Premium Payments: Employee participation in any CalPERS health plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee's share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.

2.22 Dental Plan - CalPERS Participants:

a. ~~Employees in the classifications listed in Exhibit E may participate in any available County Group Dental Plan. The County may change dental plan providers at any time during the term of this resolution.~~

b. Dental Plan Premium Subsidy:

1. Through December 31, 2009, the County's monthly premium subsidies for dental plan premiums are as set forth below. The employee will pay any dental plan premium costs that are greater than the County's premium subsidies set forth below.

i. Dental with Health Plan: The County premium subsidy for those enrolled in a CalPERS Plan, other than the CCHP alternative, will be seventy-eight percent (78%) of the monthly dental plan premium. The County premium subsidy for those enrolled in the CalPERS Plan CCHP alternative will be ninety-eight percent (98%) of the monthly dental plan premium.

ii. Dental only: Employees who elect dental coverage and who receive no health coverage from the County, including from CalPERS, will pay one cent (\$.01) per month for dental only coverage.

2. The provisions of Section 2.12, subparts (b), (c), and (d), relating to the County subsidies for dental coverage, apply on and after January 1, 2009.

c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit E: Section 2.13 "Retirement Coverage," Section 2.14 "Layoff

and Other Loss of Coverage,” Section 2.15 “Health Plan Coverages and Provisions,” and Section 2.16 “Family Member Eligibility Criteria.”

2.C. All Employees

2.23 Dual Coverage:

- a. On and after January 1, 2010, each employee and retiree may be covered by only a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- b. On and after January 1, 2010, all dependents may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- c. For purposes of this Section 2.23 only, “County” includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including but not limited to, the Contra Costa County Fire Protection District.

2.24 Life Insurance Benefit Under Health and Dental Plans: For employees who are enrolled in the County’s program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

2.25 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

2.26 Catastrophic Leave Bank: All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor’s existing balances and credited to the bank or to a specific eligible employee.

- a. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may

authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that manifests itself during employment.

- b. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals is subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet as necessary to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.
- c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.
- d. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.
- e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- f. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

- g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.
 - h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
 - i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee has 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.
 - j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.
- 2.27 Health Care Spending Account: After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed five thousand dollars (\$5,000) 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.
- 2.28 PERS Long-Term Care: The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 2.29 Dependent Care Assistance Program: The County 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.

2.30 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.

2.31 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 2. Health, Dental, and Related Benefits) will prevail.

3. Personal Protective Equipment: The County will reimburse employees for safety shoes and prescription safety eyeglasses in those Management, Exempt and Unrepresented classifications which the County Administrator has determined eligible for such reimbursement.

3.10 Safety Shoes. The County will reimburse eligible employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars (\$275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.

3.11 Safety Eyeglasses. The County will reimburse eligible Management, Exempt and Unrepresented employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.

4. Mileage Reimbursement: The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.

5. Retirement Contribution: Pursuant to Government Code Section 31581.1, the County will pay fifty percent (50%) of the retirement contributions normally required of members. Employees are responsible for payment of the employee's contribution for the retirement cost-of-living program as determined by the Board of Retirement of Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will continue to pay the employer's share of the retirement cost-of-living program contribution.

6. **414H2 Participation:** The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee’s total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.

7. **Training**

- 7.10 **Career Development Training Reimbursement:** All full-time employees (excluding attorney classes) are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

- 7.11 **Management Development Policy:** Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

- a. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.
- b. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative Bulletin 112.9.
- c. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

8. **Bilingual Pay Differential:** A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars (\$100.00) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County, and such designations may be amended or deleted at any time.

9. **Higher Pay for Work in a Higher Classification:** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification,

the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.

- 10. Workers' Compensation and Continuing Pay:** For all accepted workers' compensation claims filed with the County during calendar year 2007, employees will receive eighty percent (80%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive seventy five percent (75%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Pay based on accepted workers' compensation claims filed before January 1, 2007, but after December 31, 1999, will be paid as provided in Resolution No. 2006/22. Pay based on accepted workers' compensation claims filed before January 1, 2000, will be paid as provided in resolution No. 96/488. If workers' compensation benefits become taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary.

~~10.10 Waiting Period: There is a three (3) calendar day waiting period before workers' compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period is the first three (3) days following the date of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for workers' compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.~~

- 10.11 Continuing Pay: A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation under workers' compensation law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section will terminate. No charge will be made against sick leave or vacation for these salary payments. Sick leave and vacation rights do not accrue for those periods during which continuing pay is received. Employees are entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers' compensation

benefits commence and continues until either the member is declared medically permanent/stationary, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid workers' compensation benefits as prescribed by workers' compensation laws. All continuing pay must be cleared through the County Administrator's Office, Risk Management Division.

- 10.12 Physician Visits: Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee is allowed time off, up to three (3) hours for such treatment, without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.
- 10.13 Labor Code §4850 Exclusion: The foregoing provisions for workers' compensation and continuing pay are inapplicable in the case of employees entitled to benefits under Labor Code Section 4850.

11. Other Terms and Conditions of Employment

- 11.10 Overtime Exempt Exclusion: Employees in unrepresented, management, and exempt classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented, management, and exempt employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002, as may be amended.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

- 11.11 Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work exceeding eight (8) hours in a day or forty (40) hours in a week.
- 11.12 Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous County employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.
- 11.13 Mirror Classifications: As determined in the sole discretion of the Director of Human Resources, employees in unrepresented job classifications that mirror Management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the mirror classification.
- 11.14 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.
- 11.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES

Management and Exempt employees will receive the benefits set forth in Part I and also the following additional benefits:

12. Management Longevity Pay:

12.10 Ten Years of Service:

- a. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the

terms of this Resolution are eligible to receive a five percent (5%) longevity differential upon the completion of ten years of service effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

- c. This section does not apply to employees who are eligible to receive the Nurse Manager Longevity Differentials set forth in Section 51.
- d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- e. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than ten (10) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

12.11 Fifteen Years of Service:

- a. Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.
- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive an additional two and one-half percent (2.5%) longevity differential upon the completion of fifteen (15) years of service effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.
- c. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 38, the Nurse Manager Longevity Differentials set forth in Section 51, or the Sheriff Law Enforcement Longevity Differential set forth in Section 63.
- d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the

Board of Supervisors and were receiving this benefit as of March 31, 2007.

- e. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than fifteen (15) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

13. Deferred Compensation:

A. Deferred Compensation Incentive: The County will contribute eighty-five dollars (\$85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

Employees with Current Monthly Salary of:	Qualifying Base Contribution Amount	Monthly Contribution Required to Maintain Incentive Program Eligibility
\$2,500 and below	\$250	\$50
\$2,501 – 3,334	\$500	\$50
\$3,335 – 4,167	\$750	\$50
\$4,168 – 5,000	\$1,000	\$50
\$5,001 – 5,834	\$1,500	\$100
\$5,835 – 6,667	\$2,000	\$100
\$6,668 and above	\$2,500	\$100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar (\$85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

B. Special Benefit for Permanent Employees Hired on and after January 1, 2009:

1. Beginning on April 1, 2009 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the

following conditions:

- a. The employee must be hired by Contra Costa County on or after January 1, 2009.
- b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
- c. The employee must have been employed by Contra Costa County for at least 90 calendar days.
- d. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
- e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
- f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

C. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's \$25 per month minimum contribution required by Subsection B.

D. Maximum Annual Contribution: All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

14. Annual Management Administrative Leave:

- A. On January 1st of each year, full-time unrepresented, management, and exempt employees in paid status will be credited with seventy (70) hours of paid Management Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31 of each year.
- B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.

- C. Employees appointed (hired or promoted) to unrepresented, management, or exempt positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.
 - D. Unrepresented, management, and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave. This section does not apply to the unrepresented, management, and exempt attorneys of the Offices of the District Attorney, County Counsel, and Public Defender. (See Section 34.)
15. **Management Life Insurance:** Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided in Section 2.24.
16. **Vacation Buy Back:**
- A. Employees may elect payment of up to one-third (1/3) of their annual vacation accrual, ~~subject to the following conditions: (1) the choice can be made only once~~ in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.
 - B. Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.
17. **Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

18. **Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

- A. The employee must have resigned in good standing.
- B. Payout is not available if the employee is eligible to retire.
- C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
- D. Payout is by the following schedule:

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

- E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.
- F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

19. **Video Display Terminal (VDT) Users Eye Examination:** Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic VDT eye wear consisting of a ten dollar (\$10) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

20. **Long-Term Disability Insurance:** The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS

Department Heads will receive the benefits set forth in Part I and Part II and the following additional benefits:

21. **Executive Automobile Allowance:** Except as provided in Subsection D, the County Administrator and the following appointed Department Heads and elected Department Heads are eligible to receive a monthly automobile allowance plus mileage for miles ~~driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue~~ Service (IRS) as a deductible expense. Receipt of the automobile allowance means that the recipients must furnish a private automobile for County business. Allowance is made as follows:

A. County Administrator = \$600 per month

B. Elected Department Heads = \$600 per month

Assessor	District Attorney
Auditor–Controller	
Clerk–Recorder	Treasurer–Tax Collector

C. Appointed Department Heads = \$600 per month

Agricultural Commissioner/Director of Weights and Measures
Chief Assistant County Administrator
County Counsel
County Librarian
County Probation Officer
County Veteran's Service Officer
County Welfare Director
Director of Animal Services
Director of Child Support Services
Director of Conservation and Development
Director of General Services
Director of Health Services
Director of Human Resources

Director of Information Technology
LAFCO Director
Public Defender
Public Works Director
Retirement Administrator

D. Sheriff-Coroner = \$500 per month, plus mileage for miles driven inside and outside of Contra Costa County.

E. If use of a County vehicle is temporarily required as a result of an emergency such as an accident or mechanical failure to the recipient's personal automobile, with the approval of the General Services Department, a County vehicle may be utilized. The General Services Department will charge the recipient's department for the cost of the County vehicle usage consistent with County Policy.

22. **Executive Life Insurance:** In lieu of the insurance provided under Section 15, Department Heads are covered at County expense by term life insurance in the amount of sixty thousand dollars (\$60,000) additional to the insurance provided under Section 2.12.

23. **Executive Professional Development Reimbursement:** Department Heads and those chief assistants listed in Exhibit D (excluding Attorney classes) are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for each two (2) year period beginning January 1, 1999 for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software, such as blackberries, I-phones, and trees (excluding automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each executive professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be determined by the Office of the County Administrator.

24. **Appointed Department Heads:** The Appointed Department Heads are the Agricultural Commissioner/Director of Weights and Measures, Chief Assistant County Administrator, County Counsel, County Librarian, County Probation Officer, County Veteran's Services Officer, County Welfare Director, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of General Services, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, Public Works Director, and Retirement Administrator.

25. **Elected Department Heads:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney–Public Administrator, Sheriff–Coroner, and Treasurer–Tax Collector.
26. **Elected Department Head Benefits:** Elected Department Heads will receive only the following benefits under Parts I, II, and III, together with such benefits as may be authorized under Part IV:
- A. All Elected Department Heads will receive the benefits set forth in Part I, Sections 5, 6, 7, 8, 10, and 11.12.
 - B. Elected Department Heads will receive the benefits set forth in Part I, Section 2 in accordance with the following:
 - 1. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2, except the provisions set forth in Section 2.13 (a) (3) do not apply.
 - 2. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2.
 - C. All Elected Department Heads will receive the benefits set forth in Part II, Sections 13 and 20.
 - D. Elected Department Heads will not receive the benefits set forth in Part II, Section 12, except for those Elected Department Heads who are in their elected office and receiving longevity pay as of October 1, 2010.
 - E. As compensation for not accruing paid vacation credit, in addition to the benefits of Part II, Section 13, twelve thousand dollars (\$12,000) as a deferred compensation contribution will be added to the elected department head's deferred compensation account effective July 1 of each year (commencing July 1, 2007). If after July 1, but prior to June 30 of the next succeeding year, for any reason, the elected department head's occupancy of office terminates and/or expires, the elected department head is entitled to an additional deferred compensation account contribution prorated from July 1 to include the time period the elected department head served prior to the next June 30. Further, if, for any reason, all or part of such deferred compensation cannot be paid into a deferred compensation account the elected department head is entitled to an equivalent lump-sum payment. None of the County's twelve thousand dollar (\$12,000) contribution may be used to establish eligibility and qualification to receive the additional eighty-five dollars (\$85) monthly Deferred Compensation Incentive contribution otherwise provided by the County.

- F. All Elected Department Heads will receive the benefits set forth in Part III, Sections 21, 22, and 23.
- G. A County employee who becomes a County elected official may receive payment for unused vacation accruals only at the rate of pay that the elected official last earned as a County employee. The elected official may not be paid for unused vacation accruals at the rate of pay earned as an elected official.
- H. Only the Board of Supervisors is authorized to prescribe the compensation of County elected officials pursuant to Government Code section 25300.

IV. SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS

- 27. **Accounting Certificate Differential:** Incumbents of Management professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or (4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.
- 28. **Agriculture Department Differential:** The classes of Deputy Sealer Weights/Measure (BWHA) and Deputy Agricultural Commissioner (BAHA) will receive a differential of three and one-half percent (3.5%) of base monthly salary for possession of either a valid Commissioner License or a valid Sealer of Weights and Measures License.
- 29. **Angiogram Differential:** Employees in the classes of Diagnostic Imaging Manager (V8HB) and Assistant Diagnostic Imaging Manager (V8HC) when performing an angiogram other than on day shift, Monday through Friday, will be additionally compensated at a flat rate of five hundred dollars (\$500) per procedure.
- 30. **Animal Services Search Warrant:** Employees in the management classes of Deputy Director of Animal Services (BJDF) and Animal Services Lieutenant (BJHB) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars (\$100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.
- 31. **Animal Services Uniform Allowance:** The uniform allowance for employees in the management classifications of Animal Services Lieutenant (BJHB) and Deputy Director of Animal Services (BJDF) is eight hundred dollars (\$800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers

while this Resolution is in effect, is granted to the Animal Services Management classes.

32. **Attorney State Bar Dues:** The County will reimburse employees in the classes listed in Section 33 for California State Bar Membership dues (but not penalty fees) and, if annually approved in advance by the Department Head, fees for criminal and/or civil specialization.

33. **Attorney Management Administrative Leave:**

A. On January 1st of each year, full time unrepresented, management, and exempt attorneys in paid status in the Offices of the District Attorney, County Counsel, Public Defender, Child Support Services, and the Contra Costa County Employees' Retirement Association, excluding fixed-term and contract attorneys, will be credited with eighty (80) hours of Management Administrative Leave. Management Administrative Leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.

B. Attorneys appointed between January 1st and June 30th, inclusive, are eligible for eighty (80) hours of Management Administrative Leave on the first succeeding January 1st and annually thereafter. Attorneys appointed on or after July 1st are eligible for sixty (60) hours of Management Administrative Leave on the first succeeding January 1st and are eligible for eighty (80) hours annually thereafter.

C. Permanent part time attorneys are eligible for Management Administrative Leave on a prorated basis, based upon their position hours, beginning on January 1st following their appointment and in the same proportion on each January 1st thereafter. Permanent-intermittent attorneys are not entitled to Management Administrative Leave. Any attorney on a leave of absence will have his/her Management Administrative Leave hours pro rated upon his/her return.

D. Unrepresented, management, and exempt attorneys on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the attorney is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Management Administrative Leave.

34. **Attorney Professional Development Reimbursement:** The County will reimburse employees in the below-listed Management attorney classifications up to a maximum of seven hundred dollars (\$700) each fiscal year for the following types of expenses:

- A. Purchase of job-related computer hardware and software.
- B. Membership dues in legal professional associations.
- C. Purchase of legal publications.
- D. Training and travel costs for job-related educational courses.
- E. Legal on-line computer services.

Any unused accrual may be carried forward to the next fiscal year up to a maximum of eight hundred dollars (\$800).

The eligible classes are as follows:

Assistant County Counsel	Senior Financial Counsel-Exempt
Assistant County Counsel-Exempt	Chief Trial Deputy Public Defender
Assistant Public Defender	Public Defender
Assistant Public Defender-Exempt	Senior Deputy District Attorney-Exempt
Asst. Chief Deputy District Atty-Exempt	Supervising Atty-Child Support Services
Chief Deputy District Atty-Exempt	Attorney-Advanced Child Support Services
Chief Asst. County Counsel-Exempt	Attorney-Basic Child Support Services
Chief Asst. Public Defender-Exempt	Attorney-Entry Child Support Services
Civil Litigation Attorney-Deep Class	Retirement General Counsel-Exempt
County Counsel	
Deputy County Counsel-Deep Class	
District Attorney-Public Administrator	

35. **Assessor Education Differential:** Employees in the Management classes of Principal Appraiser (DADC), Supervising Appraiser (DAHC), Supervising Auditor-Appraiser (DRNA), Assistant County Assessor (DABA) and Assistant County Assessor-Exempt (DAB1) is entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:
- A. American Institute of Real Estate Appraisers Residential Member designation.
 - B. State Board of Equalization Advanced Appraiser Certification.
 - C. International Association of Assessing Officers Residential Evaluation Specialist.
 - D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.
 - E. Society of Real Estate Appraisers Senior Residential Appraiser designation.
 - F. Any other certification approved by the County Assessor and the Director of Human Resources.
36. **Assessor Mileage Reimbursement:** Effective October 1, 1999, in lieu of additional mileage reimbursement, the salaries of the Supervising Appraiser (DAHC) and Supervising Auditor-Appraiser (DRNA) classifications are increased by one (1) level. Beginning January 1, 2000, mileage allowance for use of their personal vehicles on County business will be paid at the rate allowed by the Internal Revenue Service.

37. **Certified Elections/Registration Administrator Certification Differential:** Employees in the classification of Clerk-Recorder (ALA1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Verification of eligibility is by the County Administrator or designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which the County Administrator verifies eligibility.
38. **District Attorney Inspectors Longevity Differential:** Incumbents of the classes of District Attorney Chief of Inspectors-Exempt (6KD1), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors-Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).
39. **District Attorney Inspector P.O.S.T.:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), District Attorney Lieutenant of Inspectors-Welfare Fraud (6KWG) and District Attorney Chief of Inspectors-Exempt (6KD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one of the following career incentive allowances:
- A. ~~A career incentive allowance of two and one-half percent (2.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors and DA Lieutenant of Inspectors-Welfare Fraud for the possession of an Advanced P.O.S.T. certificate. This allowance will be paid to the DA Chief of Inspectors-Exempt for possession of a Management and/or Executive P.O.S.T. Certificate.~~
- B. A career incentive allowance of five percent (5%) of base monthly salary will be paid to DA Lieutenant of Inspectors and DA Lieutenant of Inspectors-Welfare Fraud for possession of an Advanced P.O.S.T. certificate and an approved Baccalaureate Degree. This allowance will be paid to the DA Chief of Inspectors for possession of a Management and/or Executive P.O.S.T. certificate and possession of an approved Baccalaureate Degree.
- C. A career incentive allowance of seven and one-half percent (7.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors and DA Lieutenant of Inspectors-Welfare Fraud for the possession of an Advanced P.O.S.T. certificate and possession of an approved Master's Degree. This allowance will be paid to the DA Chief of Inspectors-Exempt for possession of an approved Management and/or Executive P.O.S.T. certificate and possession of an approved Master's Degree. No continuing education is required in order to be entitled to any of the foregoing allowances.
40. **District Attorney Investigator - Safety Employees Retirement Tier; Contribution Toward Cost of Enhanced Retirement Benefit :**
- 40.10 **Retirement Tier.** The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 40.12, below. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be

based on a twelve (12) month salary average. Each employee will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of these safety retirement benefits. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

- 40.11 Employees with more than 30 years of Service. Commencing on July 1, 2007, eligible employees in the classifications set forth in Subsection 41.12, below, and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of the safety retirement benefit.

40.12 Eligible Classes.

This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)
District Attorney Lieutenant of Inspectors (6KNB)
Lieutenant of Inspectors-Welfare Fraud (6KWG)

41. **Employment and Human Services Division Manager Differential:** Employees in the classification of Employment and Human Services Division Manager (XADD) are eligible to receive a 5% salary differential for a special project assignment. The qualifying special project must involve executive leadership, management, oversight, and supervision of operational division managers. The employee must be assigned to the qualifying special project by the Director of Employment and Human Services and the Director must approve the differential. The duration of the differential may not exceed twenty four (24) months, even if the special project assignment is longer. When approved, the differential will become effective on the first day of the following month. No more than two (2) employees may receive this differential at the same time, even though there may be more than two (2) special project assignments.
42. **Engineer Continuing Education Allowance:** Public Works employees in the classifications of Associate Civil Engineer (NKVC), Assistant County Surveyor (NSGA), Engineering Technician Supervisor-Construction (NSHE), Engineering Technician Supervisor-Land Surveyor (NSHD), Engineering Technician Supervisor-Materials Testing (NSHC), Deputy Public Works Director-Exempt (NAD0) Senior Civil Engineer (NKHA), Senior Traffic Engineer (NKHB), Senior Hydrologist (N9HC) and Supervising Civil Engineer (NKGa) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions.
- A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.
 - B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical

or managerial responsibilities of the employee's current or potential County job classifications.

- C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

43. **Engineer Professional Development Reimbursement:** Employees in the classification of Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of seven hundred dollars (\$700) for each two (2) year period beginning on January 1, 2000. Effective July 1, 2007, the allowable reimbursement amount will be increased by one hundred fifty dollars (\$150) for a total of eight hundred fifty dollars (\$850). Effective on January 1, 2008, Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of nine hundred dollars (\$900) for each two (2) year period.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

- A. Membership dues to professional organizations.
- B. Registration fees for attendance at professional meetings, conferences and seminars.
- C. Books, journals and periodicals.
- D. Tuition and text book reimbursement for accredited college or university classes.
- E. Professional license fees required by the employee's classification.
- F. Application and examination fees for registration as a professional engineer, architect or engineer-in-training.
- G. Certain job-related instruments, job-related computer hardware and software from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals.

Individual professional development reimbursement requests require the approval of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

44. **Engineer Structural Registration Differential:** Incumbents of the management classes of Structural Engineer-Building Inspection (NESB), Senior Structural Engineer-Building Inspection (NEVB), Supervising Structural Engineer-Building Inspection (FADB), and Principal Structural Engineer-Building Inspection (NCHA), employed in the County Building Inspection Department who possess a valid Certificate of Authority to use the title "Structural Engineer" issued by the California State Board of Registration for Professional Engineers, are entitled to receive a differential of five percent (5%) of

the base monthly salary.

45. **Library Department Holidays:** For all management and unrepresented employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.
46. **Nursing Shift Coordinator, Staff Nurse-Per Diem, and Staff Advice Nurse-Per Diem Holiday Pay:** Permanent full time, permanent part-time and permanent-intermittent employees in the classification of Nursing Shift Coordinator (VWHH), who work on a holiday, are entitled to receive their choice of overtime pay or compensatory time credit for all hours worked, up to a maximum of eight (8) hours. Employees in the classifications of Nursing Shift Coordinator - Per Diem (VWHD), Staff Nurse - Per Diem (VWWA), and Staff Advice Nurse - Per Diem (VWXF), who work on a holiday, will be compensated at one and one-half (1.5) times the hourly rate for all hours worked, up to a maximum of eight (8) hours. This provision is effective on November 1, 2006.
47. **Staff Nurse-Per Diem and Staff Advice Nurse-Per Diem Overtime Pay:** Employees in the classifications of Staff Nurse-Per Diem and Staff Advice Nurse-Per Diem, who are unrepresented and paid on an hourly basis, will be compensated at the rate of one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work performed in excess of their scheduled shift, even if that scheduled shift is ten (10) or twelve (12) hours long.
48. **Staff Nurse-Per Diem Differentials:** Effective September 1, 2003, employees in the classification of Staff Nurse-Per Diem, who are unrepresented and paid on an hourly basis, are eligible for the following differentials under the stated circumstances:
 - A. **Evening Shift.** An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.
 - B. **Night Shift.** An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.
 - C. **Detention Facility Assignment.** An employee who works in a County Detention Facility (including Martinez, West County, Marsh Creek, Byron Boys Ranch, and Juvenile Hall) will be paid a differential of ten percent (10%) of the employee's base rate of pay.
 - D. **Emergency Department Differential.** An employee who works in the Emergency Department of Contra Costa Regional Medical Center will be paid a differential of five percent (5%) of the employee's base rate of pay.
 - E. **Code Gray/STAT Team Differential.** An employee who is assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will be paid a differential of ten percent (10%) of the employee's base rate of pay.
49. **Staff Advice Nurse-Per Diem Shift Differentials:** Effective September 1, 2003, employees in the classification of Staff Advice Nurse-Per Diem, who are unrepresented

and paid on an hourly basis, are eligible for the following differentials under the stated circumstances:

- A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.
- B. Night Shift. An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.

50. Nursing Shift Coordinator Differentials: Effective September 1, 2003, employees in the classification of Nursing Shift Coordinator are eligible for the following differentials under the stated circumstances:

- A. Evening Shift. An employee who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. will be paid a shift differential of twelve percent (12%) of the employee's base rate of pay.
- B. Night Shift. An employee who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. will be paid a shift differential of fifteen percent (15%) of the employee's base rate of pay.
- C. Code Gray/STAT Team Differential. An employee who is assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will be paid a differential of ten percent (10%) of the employee's base rate of pay.

51. Nurse Manager Longevity Differentials. Employees in the classifications listed in subsection 51.14, below, are eligible for the following longevity differentials:

- 51.10 Seven Years of Service. Employees who have completed seven (7) years of appointed service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee completes seven years of service. For employees who completed seven (7) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.
- 51.11 Ten Years of Service. Employees who have completed ten (10) years of appointed service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award, for a total longevity differential of five percent (5%). For employees who completed ten (10) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.
- 51.12 Fifteen Years of Service. Employees who have completed fifteen (15) years of appointed service for the County are eligible to receive a additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award, for a total longevity differential of seven and one-half percent (7.5%). For employees

who completed fifteen (15) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

- 51.13 **Twenty Years of Service.** Employees who have completed twenty (20) years of appointed service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee completes twenty years of service, for a total longevity differential of ten percent (10%). For employees who completed twenty (20) years of appointed service on or before July 1, 2006, this longevity differential will be paid prospectively only from July 1, 2006.

- 51.14 **Eligible Classes.**

This section applies only to the following classifications:

Chief Nursing Officer-Exempt (VWD1)
Nursing Program Manager (VWHF)
Nursing Shift Coordinator (VWHH)
Director of Ambulatory Care Nursing Services (VWDC)
Ambulatory Care Clinical Supervisor (VWHJ)
Director, Inpatient Nursing Operations (VWDF)
Chief of Detention Health Nursing Services (VWDG)

52. **Environmental Analyst III, Planner III, and Environmental Planner Assignment Differential:** Incumbents in the classes of Environmental Analyst III (5RTA), Planner III (5ATA), and Environmental Planner (5ATC) may be given a five percent (5%) or ten percent (10%) base monthly salary differential at the discretion of the Department Head while engaged on special project assignments with major political and/or financial impact. Differentials become effective on the first of the month following the month approved, and terminate on the last day of the month in which the assignment is completed, unless terminated earlier by the Department Head. All differential assignments will be reviewed on July 1 of each year to determine what level of differential, if any, will continue to be paid.
53. **Podiatrists / Optometrists Unrepresented Status:** In addition to all general benefits afforded Unrepresented employees in Section I of this Resolution, the classes of Exempt Medical Staff Podiatrist (VPS2) and exempt Medical Staff Optometrist (VPS1) are also eligible for the following benefits:

Educational Leave. Each permanent full-time employee with at least one (1) year of service are entitled to five (5) days leave with pay each year to attend courses, institutions, workshops or classes which meet requirements for American Medical Association Category One Continuing Medical Education. Requests must be submitted for approval in advance to the Medical Director and Service Chief. Permanent part-time employees are entitled to educational leave under this section on a pro-rated basis.

Long-Term Disability Insurance: The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

Malpractice Coverage. The County will provide coverage under the Continuing Practice

Physician's Insurance Plan.

Paid Personal Leave. Permanent full-time employees with three (3) years of service will be credited with five (5) days of non-accruable paid personal leave effective January 1 of each calendar year. Balances not used will be returned to zero (0) at the end of each year. Permanent part-time employees are entitled to paid personal leave under this section on a pro-rated basis.

54. Probation - Safety Employees Retirement Tier; Contribution Toward Cost of Enhanced Retirement Benefit:

- 54.10 Retirement Tier. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 54.11, below. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) month salary average. Each employee will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of these safety retirement benefits. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

54.11 Eligible Classes.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)
Chief Deputy Probation Officer (7ADC)
County Probation Officer- Exempt (7AA1)
Institutional Supervisor II (7KGA)
Probation Manager (7AGB)

55. **Public Works Maintenance Managers Scheduled Day Off:** When a holiday falls on a Friday that is a regularly scheduled day off for Public Works field maintenance employees and those employees take the next Monday off as their regularly scheduled day off pursuant to their Memorandum of Understanding, employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), Public Works Resources Manager (PSSD), Vegetation Management Supervisor (GPHG), and Public Works Field Operations Manager (PSFB) who supervise, oversee, or support the field maintenance employees, must also take the next Monday off as their regularly scheduled day off, or they lose the day off.
56. **Public Works Emergency Work Differential:** Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are required by the Public Works Director or his designee to work in response to an "emergency," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for authorized work performed in excess of their regularly scheduled work day or work week.

57. **Public Works Seasonal Construction Differential:** Employees in the classifications of Public Works Maintenance Supervisor (PSHB), Public Works Assistant Field Operations Manager (PSGA), and Vegetation Management Supervisor (GPHG) who are scheduled by the Public Works Director or his designee to work during the "construction season," will be compensated at the rate of one (1.00) times their base rate of pay (excluding differentials) for all authorized work performed in excess of their regularly scheduled work day or work week.
58. **Public Works Maintenance Managers Education Allowance:** Employees in the classifications of Public Works Field Operations Manager (PSFB), Public Works Assistant Field Operations Manager (PSGA), Public Works Maintenance Supervisor (PSHB), Vegetation Management Supervisor (GPHG), and Public Works Resources Manager (PSSD) are eligible to receive a one year Continuing Education Allowance of two and one half percent (2.5%) of base monthly salary if they complete at least sixty (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions:
- A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.
 - B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.
 - C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion of course work is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.
59. **Real Property Agent Advanced Certificate Differential:** Employees in the management classes of Assessor (DAA1), Assistant County Assessor (DAB1), Lease Manager (DYDB), Principal Real Property Agent (DYDA) and Supervising Real Property Agent (DYNA) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association. Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or

teaching approved courses.

60. Sheriff Sworn Management P.O.S.T.:

A. Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff-Exempt (6XB4) and Commander-Exempt (6XD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Baccalaureate Degree.
2. A career allowance of five percent (5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Master's Degree.

B. Incumbents in the class of Chief of Police-Contract Agency-Exempt who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of an Advanced P.O.S.T. Certificate.
2. A career incentive allowance of five percent (5%) will be awarded for the possession of an Advanced P.O.S.T. Certificate and possession of an approved Baccalaureate or Master's Degree.

61. Sheriff Continuing Education Allowance: Sheriff's Department employees in the classes of Sheriff's Fiscal Officer (64SJ), Sheriff's Chief of Management Services (APDC), Administrative Services Assistant III (APTA), Sheriff's Director of Property and Evidence (64FG), Detention Services Supervisor (64HA), Inmate Industries Engraving Program Supervisor (64HG), Inmate Industries Supervisor (64HF), Manager-Central Identification Services (64DB), Records Manager (64HE), Sheriff's CAD/RMS Systems Manager (PEDG), Sheriff's Communications Center Director (64NC), Sheriff's Director of Food Services (64FF), Sheriff's Director of Support Services (6AFE), Sheriff's Telecommunication Technology Manager (PEDD), and Forensics Manager (6CGA) are eligible to receive a Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary for any fiscal year in which they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or a combination thereof, approved by the department, subject to all of the following conditions:

- A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.
- B. The education or training must be directly related to the technical or Management duties of the employee's job.

- C. The course must be reviewed and approved in advance by the Sheriff's Department Standards and Resources Bureau.
 - D. The employee must show evidence of completion with a passing grade.
- 62. **Sheriff Emergency Services Standby Differential:** Employees in the classes of Emergency Planning Specialist-Exempt (9GS1), Emergency Planning Coordinator (9GSA), Senior Emergency Planning Coordinator (9GWB) and County Emergency Services Manager (9GGA) who perform standby duty of the Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.
 - 63. **Sheriff Law Enforcement Longevity Differential:** Incumbents in the classifications of Undersheriff (6XB4), Commander (6XD1), and Chief of Police-Contract Agency-Exempt are eligible for a differential of five percent (5%) of base monthly salary upon completion of fifteen (15) years of County service as a full-time, permanent, sworn law enforcement officer.
 - 64. **Sheriff Uniform Allowance:** The Sheriff-Coroner (6XA1), Undersheriff (6XB4), Commander (6XD1), Chief of Police-Contract Agency-Exempt and non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars (\$872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (64SJ), Sheriff's Chief of Management Services (APDC), Supervising Sheriff's Dispatcher (64HD), and Sheriff's Communications Center Director (64NC).
 - 65. **Sheriff - Detention Division Meals:** Employees assigned to the Detention Division will have fifteen dollars (\$15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.
 - 66. **Sheriff - Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**
 - 66.10. **Safety Tier A.** The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 67.15, below, who are employed by the County as of December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) month salary average. Beginning on October 1, 2006 and continuing through the remainder of the term of the 2005-2008 Memorandum of Understanding between the Deputy Sheriff's Association and the County and any extensions thereof, each employee will pay three percent (3%) of his or her retirement base to pay part of the employer's contribution towards the cost of Safety Tier A. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions.
 - 66.11 **Safety Tier C.** The retirement formula of "3 percent at 50" applies to employees in the classifications set forth in Subsection 67.15, below, who are hired by the County

after December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed two percent (2%) per year. The final compensation of these employees will be based on their highest thirty-six (36) month salary average. Beginning on January 1, 2007 and continuing through the remainder of the term of the 2005-2008 Memorandum of Understanding between the Deputy Sheriff's Association and the County and any extensions thereof, each employee will pay two and one-tenths percent (2.1%) of his or her retirement base to pay part of the employer's contribution towards the cost of Safety Tier C. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. All other safety tiers are closed to employees hired by the County after December 31, 2006. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions.

66.12 Rehires. Should an employee in any of the classifications set forth in Subsection 66.15, below, leave County service and thereafter be rehired, that employee will be placed in the retirement tier for which he or she is then eligible in accordance with the County Employees Retirement Law as determined by the Contra Costa County Employees' Retirement Association.

66.13 Employees with more than 30 years of Service. Commencing January 1, 2007, employees in the classifications set forth in Subsection 66.15, below, and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of the safety retirement benefit.

66.14 Retirement Tier Elections. If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth in Subsection 66.15, below, and employed by the County as of December 31, 2006, will be offered the same opportunity to elect new safety retirement tiers at the same time and on the same terms and conditions that are applicable to members of the Deputy Sheriffs' Association.

66.15 Eligible Classes.

This section applies only to the following classifications:

Sheriff-Coroner
Undersheriff- Exempt
Assistant Sheriff
Chief Deputy Sheriff-Exempt
Commander
Chief of Police-Contract Agency-Exempt

67. Treasurer-Tax Collector Professional Development Differential: Incumbents of the following listed classifications in the Treasurer-Tax Collector's Department are eligible to receive a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the

individual certifications. Verification of eligibility for any such differential must be in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no employee may receive more than a single five percent (5%) differential at one time regardless of the number of certificates held.

Eligible classes are: Treasurer-Tax Collector (S5A1)
 Treasurer's Investment Officer-Exempt (S5S3)
 Assistant County Treasurer-Exempt (S5B4)
 Assistant County Tax Collector (S5DF)
 Chief Deputy Treasurer Tax Collector-Exempt (S5B2)
 Treasurer's Accounting Officer (S5SG)
 Treasurer's Investment Operations Analyst (S5SD)
 Tax Operations Supervisor (S5HC)

Qualifying Certificates: Certified Cash Manager (C.C.M.)
 Certified Financial Planner (C.F.P.)
 Certified Government Planner (C.G.F.P.)
 Certified Treasury Manager (C.T.M.)
 Chartered Financial Analyst (C.F.A.)

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: _____
DAVID TWA, Clerk of the Board of Supervisors and
County Administrator

By _____, Deputy

Exhibit A
Management, Exempt, Unrepresented

Job Code	Job Title
APT1	ADMINISTRATIVE SVCS ASST III-PR
AP7A	ADMINISTRATIVE AIDE-DEEP CLASS
AP73	ADMINISTRATIVE AIDE-PROJECT
APW1	ADMINISTRATIVE ANALYST-PROJECT
AP9A	ADMINISTRATIVE INTERN-DEEP CLS
APDB	ADMINISTRATIVE SVCS OFFICER
AJDB	AFFIRMATIVE ACTION OFFICER
XQD2	AGING/ADULT SVCS DIRECTOR-EX
VHD1	ALCOHOL/OTHER DRUG SVCS DIR-EX
VAB1	AMBULATORY CARE CHF EXC OFC-EX
JJNG	ASSESSOR'S CLERICAL STAFF MNGR
VCS1	ASSIST TO HLTH SVC DIR - EX
9MD3	ASSISTANT DIRECTOR-PROJECT
64BA	ASST CHIEF PUBLIC SVC OFFICER
ADB4	ASST COUNTY ADMINISTRATOR
DABA	ASST COUNTY ASSESSOR
DAB1	ASST COUNTY ASSESSOR-EXE
SAB1	ASST COUNTY AUDITOR CONTROLLE
2ED1	ASST COUNTY COUNSEL-EXEMPT
3ABA	ASST COUNTY LIBRARIAN
3AB1	ASST COUNTY LIBRARIAN-EXEMPT
ALB3	ASST COUNTY RECORDER-EXEMPT
ALB1	ASST COUNTY REGISTRAR-EXEMPT
S5DF	ASST COUNTY TAX COLLECTOR
S5B4	ASST COUNTY TREASURER-EXEMPT
VCB1	ASST DIR OF HEALTH SVCS
AGB1	ASST DIR OF HUMAN RESOURCES-EX
2KD3	ASST DISTRICT ATTORNEY-EXEMPT
RPBA	ASST FIRE CHIEF GROUP I
RPB1	ASST FIRE CHIEF-EXEMPT
25D2	ASST PUBLIC DEFENDER-EXEMPT
AJDP	ASST RISK MANAGER
6XB2	ASST SHERIFF
6XB1	ASST SHERIFF-CHF EXE ASST
ADBA	ASST TO THE COUNTY ADMIN
29TA	ATTORNEY ADVANCE-CHLD SPPT SVC
29VA	ATTORNEY BASIC-CHILD SPPT SVCS
29WA	ATTORNEY ENTRY-CHILD SPPT SVCS
8FH2	BATTALION CHIEF-ECCFPD
8FH3	BATTALION CHIEF-ECCFPD-40 HOUR

Exhibit A
Management, Exempt, Unrepresented

Job Code	Job Title
J995	BD OF SUPVR ASST-CHIEF ASST
J992	BD OF SUPVR ASST-GEN OFFICE
J993	BD OF SUPVR ASST-GEN SECRETARY
J994	BD OF SUPVR ASST-SPECIALIST
ADT2	CAPITAL FACILITIES ANALYST-PRJ
NEG1	CAPITAL PROJECTS DIV MGR-EX
VPD4	CCHP MEDICAL DIRECTOR-EXEMPT
VCB2	CCRMCHIEF EXEC OFC - EXEMPT
ADD3	CCTV PRODUCTION SPECIALIST-PRJ
SAGC	CHIEF ACCOUNTANT
JJDA	CHIEF ASSISTANT CLERK-BOS
ADB1	CHIEF ASST COUNTY ADMIN
2ED2	CHIEF ASST COUNTY COUNSEL
SMBA	CHIEF ASST DIRECTOR/DCSS
2KD2	CHIEF ASST DISTRICT ATTORNEY-E
25D1	CHIEF ASST PUBLIC DEFENDER
SFDB	CHIEF AUDITOR
BAB1	CHIEF DEP AGRIC COMM/SEAL-EX
7ADC	CHIEF DEP PROBATION OFFICER
6XB3	CHIEF DEP SHERIFF-EXEMPT
S5B2	CHIEF DEP TREASURE/TAX COLL-EX
NAB1	CHIEF DEPUTY PW DIRECTOR-EX
VCB3	CHIEF EXECUTIVE OFFICER-CCHP-E
6EH1	CHIEF INVESTIGATOR PD-EXEMPT
S5BC	CHIEF INVESTMENT OFFICER
VPS4	CHIEF MEDICAL OFFICER - EXEMPT
AGD3	CHIEF OF LABOR RELATIONS - EX
VWD1	CHIEF OPERATIONS OFFICER-EXEMP
6XF1	CHIEF POLICE-CONTRACT AGNCY-EX
ADS2	CHIEF PUBLIC COMMUN OFFICER-EX
VAB2	CHIEF QUALITY OFFICER-EXEMPT
25DB	CHIEF TRIAL DEPUTY PUBLIC DEF
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
9JS3	CHILD NUTRT FOOD OPER SUPV-PRJ
9CDA	CHILD SPRT SVCS MANAGER
XAD5	CHILDREN AND FAMILY SVCS DIR-E
9MH1	CHILDREN SVCS MGR-PROJECT
2ETG	CIVIL LITIG ATTY-ADVANCED
2ETE	CIVIL LITIG ATTY-BASIC LVL
2ETF	CIVIL LITIG ATTY-STANDARD

Exhibit A
Management, Exempt, Unrepresented

Job Code	Job Title
6XD1	COMMANDER-EXEMPT
CCD1	COMMUNITY SVCS DIRECTOR-EXEMPT
CCHA	COMMUNITY SVCS PERSONNEL ADMIN
9J71	COMMUNITY SVCS PERSONNEL TECH
9MS7	COMPREHENSIVE SVCS ASST MGR-PR
9MS3	COMPREHENSIVE SVCS MAN -PRJ
ADB6	COUNTY FINANCE DIRECTOR-EX
NAF1	COUNTY SURVEYOR-EXEMPT
CJH3	CS MENTAL HLTH CLIN SUPV-PROJ
APDD	DA CHIEF OF ADMINISTRATIVE SVC
6KD1	DA CHIEF OF INSPECTORS-EXEMPT
6KNB	DA LIEUTENANT OF INSPECTORS
JJGE	DA MANAGER OF LAW OFFICES
JJHG	DA OFFICE MANAGER
J3T7	DA PROGRAM ASSISTANT-EXEMPT
4AD1	DEP DIR OF CONSERV & DEV-EX
APSA	DEPARTMENTAL FISCAL OFFICER
ADSH	DEPTL COMM & MEDIA REL COORD
LTD2	DEPUTY CIO-GIS-EXEMPT
JJHD	DEPUTY CLERK-BOARD OF SUPV
ADDG	DEPUTY CO ADMINISTRATOR
2ETK	DEPUTY CO COUNSEL-ADVANCED
2ETH	DEPUTY CO COUNSEL-BASIC
2ETJ	DEPUTY CO COUNSEL-STANDARD
3AFE	DEPUTY CO LIBRARIAN-PUB SVCS
3AFG	DEPUTY CO LIBRARIAN-SUPT SVCS
LWS1	DEPUTY DIR CHF INFO SEC OFC-EX
5AB2	DEPUTY DIR COM DEV/CURR-EX
5AH2	DEPUTY DIR COM DEV/TRANS-EX
BJDF	DEPUTY DIR OF ANIMAL SERVICES
LTD1	DEPUTY DIR/INFO TECHNOLOGY-EXE
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
VCD2	DEPUTY EXECUTIVE DIR/CCHP-EX
NAD8	DEPUTY GENERAL SVCS DIRECTOR/E
NAD0	DEPUTY PUBLIC WORKS DIRECTOR-E
97B1	DEPUTY RETIREMENT CEO -EX
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
VRG1	DIR MKTG/MEM SVCS & PR-CCHP-EX

Exhibit A
Management, Exempt, Unrepresented

Job Code	Job Title
ADD5	DIR OFFICE CHILD SVCS - EX
9BD1	DIRECTOR OF AIRPORTS
VLD1	DIRECTOR OF ENV HEALTH SVCS-EX
VLD2	DIRECTOR OF HAZ MAT PROGRAM-EX
5AB1	DIRECTOR OF REDEVEL-EXEMPT
SMD1	DIRECTOR OF REVENUE COLLECTION
ADSB	DIRECTOR OFFICE OF COMM/MEDIA
XASJ	EHS CHIEF FINANCIAL OFFICER
XAD6	EHS DIRECTOR OF ADMIN-EXEMPT
XAD1	EHS DIVISION MANAGER-PROJECT
AV71	EHS WORKER TRAINEE-PROJECT
X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
9GS1	EMERGENCY PLANNING SPEC-EXEMPT
AGD2	EMPLOYEE BENEFITS MANAGER
AGSC	EMPLOYEE BENEFITS SPECIALIST
AJHA	EMPLOYEE BENEFITS SUPERVISOR
J3H2	EXEC ASST TO THE CO ADMINIS-EX
J3HA	EXEC ASST TO THE CO ADMINSTR
J3T6	EXEC SECRETARY/ MERIT BOARD
J3T5	EXEC SECRETARY-EXEMPT
J3TJ	EXECUTIVE SECRETARY-DCSS
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
8FA2	FIRE CHIEF-EAST CCFPD
APDE	FIRE DISTRICT CHIEF/ADMIN SVCS
RJGA	FIRE MARSHAL
RWHA	FIRE TRAINING CHIEF
8FH1	FIRE TRAINING SUPV-EAST CCFPD
8FB4	FIRST ASST FIRE CHF 40-ECCFPD
8FB1	FIRST ASST FIRE CHF 56-ECCFPD
6CW1	FORENSIC ANALYST-PROJECT
6CGA	FORENSIC MANAGER
VASH	HEALTH EQUITY PROGRAM MANAGER
VCS3	HEALTH PLAN SERVICES ASST-EX
VCN2	HEALTH SVCS PERSONL OFFICER-EX
VCD1	HEALTH SVCS SYSTEMS DIRECTOR-E
VQHA	HLTH/HUMAN SVC RES & EVAL MGR
AGSE	HR DATA ADMINISTRATOR
AGVF	HUMAN RESOURCES CONSULTANT

Exhibit A
Management, Exempt, Unrepresented

Job Code	Job Title
AGDF	HUMAN RESOURCES PROJECT MNGR
AG7B	HUMAN RESOURCES TECHNICIAN
VLSB	INTEGRATED PEST MGMT COORD
VTWB	INTERIM PERMIT NURSE
AGVD	LABOR RELATIONS ANALYST II
AG7C	LABOR RELATIONS ASSISTANT
AGSF	LABOR RELATIONS SPECIALIST I
AGSG	LABOR RELATIONS SPECIALIST II
5ASF	LAND INFORMATION BUS OPS MNGR
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KWA	LIBRARY STUDENT ASSISTANT
3KW2	LIBRARY STUDENT ASSISTANT-EX
6KWG	LIEUTENANT OF INSP-WELF FRAUD
ADVB	MANAGEMENT ANALYST
ADD4	MANAGER CAP FAC/DEBT MGMT-EX
VCA2	MEDICAL DIRECTOR
VPD1	MH MEDICAL DIRECTOR-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
XAGB	ORG & STAFF DEVELOP MANAGER
SAHM	PAYROLL SYSTEMS ADMINISTRATOR
ARVA	PERSONNEL SERVICES ASST II
ARTA	PERSONNEL SERVICES ASST III
AGDE	PERSONNEL SERVICES SUPERVISOR
ADS5	PRIN MANAGEMENT ANALYST - PROJ
AGH1	PRINCIPAL L/R NEGOTIATOR - EX
ADHB	PRINCIPAL MANAGEMENT ANALYST
7AGB	PROBATION MANAGER
STD1	PROCUREMENT SVCS MANAGER-EX
ADS1	PUBLIC INFORMATION OFFICER
APDF	PUBLIC WORKS CHIEF OF ADM SVCS
DYD1	REAL ESTATE MANAGER-EXEMPT
9T95	RECREATION INSTRUCTOR-LVL 422
5AH4	REDEVELOPMENT PROJ MANAGER-PRJ
VPD5	RESIDENCY DIRECTOR-EXEMPT

Exhibit A
Management, Exempt, Unrepresented

Job Code	Job Title
97DA	RETIREMENT ACCOUNTING MANAGER
97HD	RETIREMENT ADMIN/HR COORD
97HA	RETIREMENT ADMINISTRATION MNGR
97GA	RETIREMENT BENEFITS MANAGER
97HB	RETIREMENT BENEFITS PRG COORD
97B2	RETIREMENT CHF INVEST OFCR-EX
97SA	RETIREMENT COMMUNICATIONS CORD
97B3	RETIREMENT GENERAL COUNSEL-EX
97SC	RETIREMENT INFO TECH COORD II
97TF	RETIREMENT INVESTMENT ANALYST
AJD1	RISK MANAGER
AVS4	SBDC BUSINESS CONSULTANT-PRJ
AVD3	SBDC DIRECTOR-PROJECT
CCG1	SCHOOL READINESS PROG COOR-PRJ
8FB3	SECOND ASST FIRE CHF40 ECCFPD
8FB2	SECOND ASST FIRE CHF-ECCFPD
J3S2	SECRETARY TO UNDERSHERIFF
NSGA	SENIOR LAND SURVEYOR
ADTD	SENIOR MANAGEMENT ANALYST
APDC	SHERIFF'S CHF OF MGNT SVCS
J3T0	SHERIFF'S EXECUTIVE ASST-EX
ADB5	SPECIAL ASST TO THE CO ADMN-EX
ADDH	SR DEPUTY COUNTY ADMINISTRATOR
2KD1	SR DEPUTY DISTRICT ATTORNEY-EX
2ED3	SR FINANCIAL COUNSELOR-EXEMPT
AGTF	SR HUMAN RESOURCES CONSULTANT
VWXF	STAFF ADVICE NURSE-PER DIEM
VWWA	STAFF NURSE-PER DIEM
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
29HA	SUPERVISING ATTORNEY-DCSS
RJHC	SUPERVISING FIRE INSPECTOR
S5S3	TREASURER'S INVEST OFFICER-EX
6XB4	UNDERSHERIFF-EXEMPT
9KN3	WEATHERIZATION/HM REPAIR SUPV
XAD4	WORKFORCE INV BD EXC DIR-EX
XAD3	WORKFORCE SVCS DIRECTOR-EXEMPT

Exhibit B
Unrepresented

Job Code	Job Title
ADD3	CCTV PRODUCTION SPECIALIST-PRJ
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
AV71	EHS WORKER TRAINEE-PROJECT
X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
6CW1	FORENSIC ANALYST-PROJECT
VTWB	INTERIM PERMIT NURSE
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KWA	LIBRARY STUDENT ASSISTANT
3KW2	LIBRARY STUDENT ASSISTANT-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
9T95	RECREATION INSTRUCTOR-LVL 422
VWXF	STAFF ADVICE NURSE-PER DIEM
VWWA	STAFF NURSE-PER DIEM
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS

Exhibit C
Elected and Appointed Department Heads

Job Code	Job Title
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
DAA1	ASSESSOR
AGA2	ASST COUNTY ADM-DIR HUMAN RESC
SAA1	AUDITOR-CONTROLLER
ADA1	BD OF SUPVR MEMBER
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
ALA1	CLERK RECORDER
2EA1	COUNTY COUNSEL
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
96A1	COUNTY VETERANS' SVCS OFFICER
XAA2	COUNTY WELFARE DIRECTOR-EXEMPT
2KA1	DA PUBLIC ADMININSTATOR
4AA1	DIR OF CONSERVATION & DEVL P-EX
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
5AA1	DIRECTOR OF COMMUNITY DEVL PMNT
NAA2	DIRECTOR OF GENERAL SERVICES-E
VCA1	DIRECTOR OF HEALTH SERVICES
RPA1	FIRE CHIEF-CONTRA COSTA
25A1	PUBLIC DEFENDER
NAA1	PW DIRECTOR
97A1	RETIREMENT CHIEF EXEC OFCR-EX
6XA1	SHERIFF-CORONER
S5A1	TREASURER-TAX COLLECTOR

Exhibit D
Department Heads and Their Chief Assistant(s)

Department Head	Chief Assistant Department Head
Agriculture Commissioner/Director of Weights and Measures	Chief Deputy Agriculture Commissioner/Sealer of Weights and Measures
Director of Animal Services	Deputy Director of Animal Services
Assessor	Assistant County Assessor
Auditor-Controller	Assistant County Auditor-Controller
Board of Supervisors Member	No Assistant
Chief Information Officer/Director of Information Technology	Deputy Chief Information Officer
Clerk-Recorder	Assistant County Registrar Assistant County Recorder
Director of Child Support Services	Chief Assistant Director of Child Support Services
Director of Conservation and Development	Deputy Director of Community Development/Current Planning Deputy Director of Community Development/Transportation Planning Director of Redevelopment Deputy Director of Conservation and Development
County Administrator	Chief Assistant County Administrator
Fire Chief - Contra Costa County	Assistant Fire Chief
Director of General Services	Deputy General Services Director
Assistant County Administrator - Director of Human Resources	Assistant Director of Human Resources
County Librarian	Deputy County Librarian - Public Services Deputy County Librarian - Support Services
County Probation Officer	Chief Deputy Probation Officer
Public Defender	Chief Assistant Public Defender
Public Works Director	Deputy Public Works Director
Retirement Chief Executive Officer	Retirement Chief Investment Officer
Director of Revenue Collections	No Chief Assistant
Risk Manager	No Chief Assistant
Sheriff-Coroner	Undersheriff
Treasurer-Tax Collection	Chief Deputy Treasurer-Tax Collector
County Veterans' Services Officer	No Chief Assistant

Exhibit E
CalPERS Health Plan Classes

Job Code	Job Title
6XB2	ASST SHERIFF
6XB1	ASST SHERIFF-CHF EXE ASST
6XB3	CHIEF DEP SHERIFF-EXEMPT
6XD1	COMMANDER-EXEMPT
6XA1	SHERIFF-CORONER
6XB4	UNDERSHERIFF-EXEMPT

To: Board of Supervisors

From: Ted Cwiek, Human Resources Director

Date: December 22, 2010



**Contra
Costa
County**

Subject: FOB-Patrol Division Side Letter: Contract City Deputy

RECOMMENDATION(S):

ADOPT Resolution No. 2011/25 approving the side letter to include an alternative minimum qualification in Exhibit A of the Memorandum of Understanding (MOU) between Contra Costa County and the Deputy Sheriff's Association Rank and File.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On December 15, 2010, the Office of the Sheriff and the Deputy Sheriff's Association discussed the need to rotate deputy sheriffs from the Detention Division to Patrol Division to serve in contract city assignments. The DSA Rank and File MOU Exhibit A, "Sheriffs' Department Specialized Assignments," lists the minimum requirements for deputy sheriff specialized positions. This side letter expands the allowable minimum requirements for the specialized position of Field Operations Bureau: Patrol Division: Contract City Deputy and provides for a choice of minimum qualifications for that specific assignment. The current minimum qualification for that position is completion of the field training officer (FTO) program. The parties agreed to add an additional minimum qualification, i.e., completion of FTO program or completion of the initial minimum assignment to Detention Division (currently 18 months).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:
January 18, 2011**

David J. Twa, County

RECUSE 

Administrator and
Clerk of the Board of
Supervisors

Contact: Eileen Devlin, (925) 335-1557

By: , Deputy

cc: Eileen Devlin, Jim Bickert, Charley Taylor, Deborah Preston, Lisa Driscoll, Glynis Hughes, Cheri Branson, Vickie Dawes

BACKGROUND: (CONT'D)

The Memorandum of Understanding (MOU) between Contra Costa County and the Deputy Sheriff's Association Rank and File expired on June 30, 2008, and a new MOU is currently being negotiated. The change to Exhibit A set forth in the side letter will be incorporated into the next MOU between the County and the DSA Rank and File Unit.

CONSEQUENCE OF NEGATIVE ACTION:

The single minimum qualification will limit and delay Deputy Sheriff's from being eligible for assignments in contract cities.

CHILDREN'S IMPACT STATEMENT:

None.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2011/25

In the Matter Of approving the side letter to include additional language in Exhibit A of the Memorandum of Understanding between Contra Costa County and the Deputy Sheriff's Association Rank and File.

Whereas, the Memorandum of Understanding between Contra Costa County and the Deputy Sheriff's Association Rank and File expired on June 30, 2008; however, agreements under the expired MOU are still being honored. An additional minimum qualification has been included in Exhibit A, Sheriff's Department Specialized Assignments, to add an alternative minimum qualifications for the specialized positions of Field Operations Bureau: Patrol Division: Contract City Deputy.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County **APPROVE** the side letter between Contra Costa County and the Deputy Sheriff's Association, Rank and File Unit.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Eileen Devlin, (925) 335-1557

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Eileen Devlin, Jim Bickert, Charley Taylor, Deborah Preston, Lisa Driscoll, Glynis Hughes, Cheri Branson, Vickie Dawes

SIDE LETTER

Minimum Qualifications for Deputy Assignment to Contract Cities

This side letter is by and between Deputy Sheriff's Association Rank and File (DSA) and the County of Contra Costa (County) and is effective on December 14, 2010, only after it is approved by the Board of Supervisors.

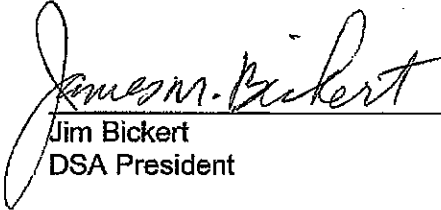
This side letter modifies Exhibit A, "Sheriff's Department Specialized Assignments," of the Memorandum of Understanding between Contra Costa County and the Deputy Sheriff's Association Rank and File, to add additional minimum qualifications for the specialized assignment of Field Operations Bureau: Patrol Division: Contract City Deputy.

The current Exhibit A provides for a single minimum qualification for the Field Operations Bureau: Patrol Division: Contract City Deputy, i.e. "completion of Patrol FTO" (Field Training Officer program). The parties agree to add an alternative minimum qualification, as follows:

The minimum qualifications for the Field Operations Bureau: Patrol Division: Contract City Deputy are "completion of Patrol FTO or completion of the initial minimum assignment in Detention Division (currently 18 months)."

The change to Exhibit A set forth in this Side Letter will be incorporated into the next MOU between the County and DSA.

FOR DSA:



Jim Bickert
DSA President

1-4-11


Date

FOR COUNTY:



Eileen Devlin
Sheriff's Chief of Management Services

1/4/11

Date


Charley Taylor, Human Resources

1/4/11

Date

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 10, 2010



**Contra
Costa
County**

Subject: Agreement for Computer Hardware, Software, and Services from ADP

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator to execute on behalf of the County a contract with ADP in the amount of \$3,116,400 to provide the automated timekeeping hardware, software and professional service for the Time and Labor Management/Hosting Project for the period of January 18, 2011 through January 18, 2016, as recommended by the County Administrator.

FISCAL IMPACT:

The estimated project cost is \$3,116,400 and will be paid over a period of sixty (60) months at approximately \$51,773.21 per month. Actual costs are based on employee count and other features set forth in Exhibit 1 of the Service and Fee Schedule (attached as Annex Z). The monthly costs will be spread to all user departments to maximize federal, state, and other revenue offsets.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: , Deputy

cc: Ted Cwiek, Human Resources Director, Edward Woo, Department of Information Technology Director, Elizabeth Verigin, Assistant Auditor Controller, Robert Campbell, Auditor-Controller, Lisa Driscoll, County Finance Director

BACKGROUND:

Contra Costa County currently collects employees' time through various means, such as paper timecards and manual time entry. Once time is manually entered each pay period, an interface program transmits the extracted data to the PeopleSoft Payroll System for the processing of pay. The County has more than thirty (30) bargaining units and at least 100 negotiated pay rules. The current process for collecting time is operationally ineffective and open to errors and compliance issues.

The County Administrator directed an existing Steering Committee to issue a request for proposals (RFP) for implementation of an automated system to replace the current timekeeping system. The Steering Committee originally included representatives from departments responsible for the administration of personnel, pay, and benefits (the County Administrator, County Finance Director, Human Resources Director, Auditor-Controller, and Director of Information Technology). Because of the number of employees in the Health Services Department and the complexity of the Department's time and labor function a representative of Health Services was added to the Steering Committee.

The Steering Committee designed a RFP to identify an automated timekeeping system that meets the County's following goals and requirements:

- Automate time entry to streamline operations and implement best business timekeeping practices in a phased approach at the County's discretion;
- Validate system generated rules to comply with various County, state, and federal rules, regulations, and various Memoranda of Understandings (MOUs);
- Provide access through various technologies for employees and managers;
- Comply with the requirements of the Sarbanes-Oxley Act;
- Integrate with the County's PeopleSoft Payroll System (Version 8.81);
- Automate the County's Month/Work/Hour (MWH) calculation;
- Capture time through "start/stop" and exception only entry;
- Calculate County and FLSA overtime;
- Provide an in-depth Disaster Recovery Plan; and
- Offer the County flexibility through "On-demand" hosting services.

After the Steering Committee completed its review of the RFPs, the top vendors were selected to provide a presentation. From that process, the Steering Committee and Health Services representative unanimously selected ADP to recommend to the Board of Supervisors as the County's new timekeeping provider. The Steering Committee chose ADP for a variety of reasons, such as flexibility and payment structure; however, the two primary reasons were due to ADP's superior Disaster Recovery Program and full compliance with Sarbanes-Oxley. Additionally, ADP is known for its success in providing "hosting" services. Since the "cloud" concept is relatively new to Contra Costa County, it is imperative that the County utilizes a vendor with years of experience to provide that type of service.

Sarbanes-Oxley Act:

As previously stated, ADP is committed to complying with all of the requirements of the Sarbanes-Oxley Act that apply to ADP as a publicly traded company. Among other things, the Act requires the CEO and CFO of public companies to certify their periodic financial statements, evaluate their internal controls, maintain effective internal and external audit procedures, and avoid certain financial dealings with their corporate officers. ADP welcomes these new corporate standards, and complies with all of the Act's requirements that are applicable to ADP.

ADP recognizes that payroll, HR administration, and benefits administration play an important role in the accuracy of their clients' financial reporting, and many of their clients have concluded that these processes fall within the scope of their organization's Sarbanes-Oxley project. As such, these processes require extensive controls documentation, testing, and remediation under Sarbanes-Oxley. Organizations that choose to keep these functions "in-house" are required to carry out this costly effort every year. For those entities that choose to "outsource" to ADP, the cost and effort to document, test, and remediate controls for these processes can be substantially reduced through the use of ADP's carefully designed SAS 70 Type II reports. ADP will assist Contra Costa in our efforts to comply with Sarbanes-Oxley by providing SAS 70 Type II reports. When evaluating internal controls, SAS 70 Type II reports are utilized for all our major product/service offerings. These reports are produced by KPMG – a leading public accounting firm in the U.S. There is no additional charge to Contra Costa County for any routine SAS 70 Type II report. SAS 70 Type II reports are designed to be used by ADP's clients and their external auditors to evaluate the effectiveness of controls in operation at ADP.

Hosting Services:

ADP's national hosting services provide a cost-effective way for businesses to gain the benefits of time and labor management systems and IT capabilities without the associated overhead costs. ADP owns the entire process, and provides the World Class Service that has made ADP the industry leader in application hosting. Contra Costa can focus on our strategic initiatives while outsourcing the vital, nonstrategic business applications to ADP. ADP's hosting solution includes several benefits:

- Tier IV data center
- No hardware or software to purchase, which eliminates capital expenses
- Rapid deployment without putting a strain on your IT resources
- Very little IT resources required for an automation project. [Network resources are needed during implementation and ongoing administration. IT resources are freed-up to support other core business systems or projects]
- Reduced risk of technological obsolescence.

ADP's Core Time Labor Management (TLM) Solution

The Steering Committee looked for a scalable, comprehensive, web-based time and labor management (TLM) solution that could streamline the total payroll process and chose ADP's solution. ADP integrates with a wide range of ADP payroll and HR solutions and technical environments, including third-party payroll and HR applications such as PeopleSoft, which will eliminate the majority of dual manual time entry.

ADP's (TLM) solution group provides product installation, implementation, training, and ongoing support allowing Contra Costa County to maximize labor resources by easily monitoring and controlling labor expenses throughout the organization. ADP's TLM Solution includes:

Collecting data via multiple methods. Automating TLM functions begins with time collection. ADP supports the collection of employees' time via the method that best fits the County's needs and culture. Data collection options can be mixed to best fit our employees and environment:

- Web-based time sheets provide "anytime, anywhere" access. Flexible input options include time stamp, hourly, and project view time sheets.
- Time clocks provide options such as the traditional badge swipe, proximity badges, PIN entry, and biometric options (including single-finger or full-hand readers).
- Interactive voice response (IVR) options allow employees who travel or work off-site to use a toll-free telephone number to call in their time.
- ADP provides mobile workforce management solutions for companies with remote workforces.

Managing data in real time. Managers and supervisors have real-time access to valuable information through the use of configurable QuickNav data views. QuickNavs allow access to the data each user needs to "manage by exception" – either at an employee detail level or through summary data – which saves time and allows supervisors and managers to focus on the core needs of your business. Each user can be configured so that he or she views the data that is best suited to his or her needs and responsibilities.

Reviewing and approving data. Managers can consistently monitor employee labor and react more quickly to ensure adequate coverage while avoiding overtime and remaining within budget. The Time Card Editor provides managers and supervisors with a simple, powerful tool for managing front-line labor. Visual indicators highlight exceptions that need to be addressed, and real-time calculated totals are displayed.

In conclusion, the County Administrator believes ADP to be the best firm to provide vital technological services to the County and recommends approval of a contract, which is attached in substantially complete form.

CONSEQUENCE OF NEGATIVE ACTION:

Inability to update the county's antiquated timekeeping function will continue inefficient costly processes. Additionally, the potential for user/input error is much higher in the distributed paper system that currently exists than would exist with a system that includes automated practices. Delayed implementation of an automated system delays potential savings associated with automated practices.

CHILDREN'S IMPACT STATEMENT:

None.



ADP, INC.
NATIONAL ACCOUNT SERVICES
MASTER SERVICES AGREEMENT
(cover page)

(Effective Date)

ADP, INC.: 5800 Windward Parkway
Alpharetta, GA 30005

(referred to herein as "ADP")

CLIENT: Contra Costa County
30 Douglas Dr
Martinez, CA 94553

(referred to herein as "Client")

Attention:
FEIN:

Client desires ADP to provide to Client the services set forth in this Agreement and ADP desires to provide such services to Client, all as provided in this Agreement.

Therefore, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

ADP will provide to Client and Client will receive from ADP, all upon the terms and conditions set forth in this Agreement, the Services (as such term is defined in Annex A) specified in this Agreement. ADP may provide to Client and Client may receive additional services hereunder upon mutual agreement and by completion of an Additions Schedule. This Agreement includes the Annexes marked with an "X" below and each Additions Schedule attached hereto. The Special Conditions, each Annex marked with an "X" below and each Additions Schedule attached hereto is incorporated into this Agreement by this reference as if set forth in this Agreement in full. Client acknowledges and agrees that a particular Annex may provide that a wholly-owned subsidiary of Automatic Data Processing, Inc., as designated by ADP, shall, in lieu of ADP, provide certain of the Services covered by such Annex in accordance with the terms and conditions of this Agreement. In the event that such Annex shall be separately executed by such subsidiary, evidencing its agreement to be bound thereby, then the agreement for the Services to be provided by such subsidiary shall be deemed to be between Client and such subsidiary of Automatic Data Processing, Inc. and ADP shall be responsible for the performance of such subsidiary.

<input checked="" type="checkbox"/> Annex A:	General Terms and Conditions	<input type="checkbox"/> Annex U:	Tax Credit Services
<input type="checkbox"/> Annex B:	Payroll Services	<input type="checkbox"/> Annex V:	Virtua IEdge Services
<input type="checkbox"/> Annex C:	Tax Filing Services	<input type="checkbox"/> Annex W:	ADP Garnishment Services
<input type="checkbox"/> Annex D:	Official Bank Checks Provisions	<input type="checkbox"/> Annex X:	Labor Billing Policy
<input type="checkbox"/> Annex E:	ADP Tax Services	<input type="checkbox"/> Annex Y:	Travel and Expense Policy
<input type="checkbox"/> Annex F:	ADP Enterprise Services	<input checked="" type="checkbox"/> Annex Z:	Service and Fee Schedule
<input type="checkbox"/> Annex G:	Print Services	<input type="checkbox"/> Annex AA:	HR/Benefits
<input type="checkbox"/> Annex H:	Unemployment Compensation Management Services	<input type="checkbox"/> Annex BB:	Total Pay Card Services
<input type="checkbox"/> Annex I:	ADP Enterprise Implementation Services	<input type="checkbox"/> Annex DD:	I-9 Compliance Services
<input type="checkbox"/> Annex K:	Benefits Administration Services	<input type="checkbox"/> Annex EE:	Expense Management Services
<input checked="" type="checkbox"/> Annex O:	Time and Labor Management Services	<input type="checkbox"/> Annex FF:	Taxware Services
<input type="checkbox"/> Annex Q:	COBRA Services	<input type="checkbox"/> Annex GG:	Verification Services
<input type="checkbox"/> Annex R:	Screening Services	<input type="checkbox"/> Annex HH:	HR Anytime SM Services
<input type="checkbox"/> Annex S:	PayForce Services	<input type="checkbox"/> Annex JJ:	ADP Hosted Software Services
<input type="checkbox"/> Annex T:	TotalPay Services	<input type="checkbox"/> Annex LL:	ADP Talent Management Services

IN WITNESS WHEREOF, ADP and Client have executed this Agreement to be effective as of the Effective Date set forth above.

ADP, INC.		CLIENT	
<hr/> <div>(Signature of Authorized Representative)</div>		<hr/> <div>(Signature of Authorized Representative)</div>	
<hr/> <div>(Name - Please Print)</div>		<hr/> <div>(Name - Please Print)</div>	
<hr/> <div>(Title)</div>	<hr/> <div>(Date)</div>	<hr/> <div>(Title)</div>	<hr/> <div>(Date)</div>

SPECIAL CONDITIONS

The following special conditions are incorporated into the Agreement.

1. Client designates Ed Woo, Chief Information Officer, as its authorized representative. Any changes and modifications to the Agreement must be authorized in advance in writing by Ed Woo or his designee.
2. Any modifications to the Agreement that cause the payment limit set forth in Section 4 of Annex Z to be exceeded must be approved in advance by formal action of the Contra Costa Client Board of Supervisors.
3. Insurance and Indemnification.

3.1 Indemnity.

3.1.1 Subject to the remainder of this Section 3.1 and Sections 7.2 and 7.4 of Annex A to this Agreement ("ADP General Conditions"), ADP shall defend, indemnify and save harmless Client, its officers, agents and employees from ADP's share of any and all claims, costs, and liability for any (i) bodily injury or death of or to any person or (ii) damages to the real or tangible personal property of any person, including attorneys' fees, arising out of the willful misconduct or negligent acts, of ADP, its officers or employees in the performance of this Agreement. As agreed to by the parties in Section 7.4 of Annex A to this Agreement, ADP shall not have any liability for consequential or special damages, or for any claims, causes of action or damages based on loss of use, revenue, profits or business opportunities (collectively, "Consequential Damages") arising from or in any way relating to ADP's performance under this Agreement. ADP's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the Client or any other person. This

indemnification clause shall survive the termination or expiration of this Agreement

3.1.2 The foregoing obligations of ADP are subject to Client promptly informing ADP in writing of any claims or suits being made or brought against Client that arise under the terms of this Agreement. Client will allow ADP or its suppliers to control the defense against such claims and suits, and Client will cooperate, at ADP's expense, in the defense against any such claim or suit. Client shall take reasonable steps to mitigate any potential damages that may result from a claim. In no event may ADP make any admission of guilt or liability of Client without Client's prior written consent.

3.1.3 This indemnification obligation shall survive the termination of this Agreement.

4.2 Insurance.

4.2.1 During the entire term of this Contract and any extension or modification thereof, ADP shall comply with the following insurance requirements:

4.2.1.1 Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.

4.2.1.2 Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.

4.2.1.3 Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million

- dollars (\$1,000,000) for personal injury and products/completed operations.
- 4.2.1.4 Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.
 - 4.2.1.5 Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items b, c, and d above.
 - 4.2.1.6 Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars (\$10,000,000).
 - 4.2.1.7 Errors and omissions coverage with a limit of ten million dollars (\$10,000,000).

ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. ADP shall name Client as an additional insured to the policies listed above and shall cause its insurers or insurance brokers to issue endorsements and insurance certificates evidencing that the coverages required under this Agreement are maintained and in force. In addition, ADP shall give thirty days notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

Notwithstanding the foregoing, ADP reserves the right to self-insure coverage, in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time. ADP shall deliver certificates of insurance to confirm what coverage is in place.

4.3 Policy obligations. This section does not replace or otherwise amend, in any respect, the limitations on ADP's liability as set forth elsewhere in this Agreement.

ANNEX A

General Terms and Conditions

SECTION 1 DEFINITIONS.

Capitalized words in this Agreement that are not otherwise defined have the meanings shown below, for both singular and plural forms. Unless otherwise specified, any reference in this Annex to a section or other subdivision is a reference to a section or subdivision of this Annex.

1.1 “ADP Products” means the Application Programs, tutorials and related documentation delivered to Client by ADP.

1.2 “Additions Schedule” means a written supplement to this Agreement, signed by Client and ADP, describing additional Services to be provided by ADP to Client.

1.3 “Agreement” means this Master Services Agreement, each Annex marked on the cover page and each Additions Schedule that supplements this Master Services Agreement, as amended from time to time.

1.4 “Application Programs” means the computer software programs and modules delivered to Client by ADP as part of the Services but excludes pre-packaged third party software and custom programs developed by ADP for Client.

1.5 “Business Day” means any day except a Saturday, a Sunday, or a Federal holiday.

1.6 “Client Group” means Client, Client's majority owned subsidiaries, and affiliates of Client. Affiliates are listed in Section 1 of Annex Z.

1.7 “Client Infringement Event” means (i) any change, or enhancement in the ADP Products made by Client or any third party for the Client, (ii) Client's use of the ADP Products except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by ADP, (iii) Client's use of other than the most current release of the ADP Products that results in a claim or action for infringement that could have been avoided by use of the current release, or (iv) the provision by Client to ADP of materials, designs, know-how, software or other intellectual property with instructions to ADP to use the same in connection with the Services.

1.8 “Confidential Information” means all information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services, but does not include (i) information the receiving party already knows (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the disclosing party provides to the receiving party.

1.9 “Effective Date” means the date written in the space marked “Effective Date” on the cover page of this Agreement.

1.10 “Services” means the services described in each Annex, the services in each Additions Schedule, and any other services that ADP provides to Client at Client's request.

1.11 “Termination Event” means with respect to any party, (i) that party becomes the subject of a proceeding under the Bankruptcy Code, (a) seeking the appointment of a trustee, receiver or custodian or (b) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement, or (ii) that party's Standard and Poor's issuer credit rating is BB or below. If part (i) of this Section 1.11 occurs with respect to Client, Client agrees to promptly seek court authorization to pay all fees as an administrative expense.

SECTION 2 THE SERVICES.

2.1 Use of Services. Client will follow the instructions and reasonable policies established by ADP from time to time and communicated to Client. Client will use the Services only for the internal business purposes of the Client and the Client Group. Client agrees that each of the entities included in the Client Group must comply with each of the provisions contained in this Agreement applicable to the Client. Client will provide to ADP access to Client's systems, and will maintain its internal systems, equipment and software, as required in order for ADP to provide the Services. Client will provide ADP access to Client's premises during Client's regular business hours and at other times as mutually agreed. Client agrees to procure and maintain appropriate licenses to the software and other works in respect of which interfaces are to be delivered or maintained by ADP as part of the Services.

2.2 Accuracy of Client Information, Review of Output. All Services will be based upon information provided to ADP by Client and Client is responsible for the accuracy and timely input of all such information. Upon receipt from ADP, Client will promptly review all payroll registers, disbursement records, reports and documents produced by ADP for accuracy, validity and conformity with Client's records. Client will promptly notify ADP of any error or omission discovered by Client or any discrepancy between the information provided by ADP and Client's records and will not distribute any paycheck or rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Client will be responsible for the consequences of any instructions Client may give to ADP.

Compliance with Laws. The Services are designed to assist Client in complying with its applicable legal and regulatory responsibilities. Nevertheless, Client (and not ADP) will be responsible (i) for compliance by Client with all laws and governmental regulations affecting its business and (ii) for any use Client may make of the Services to assist it in complying with such laws and governmental regulations.

2.3 Communication Lines. Except as otherwise provided in this Agreement, if the Services require the use by Client of communication lines to connect to ADP facilities, Client will be responsible for those communication lines. Client will pay all installation, use, service and repair charges for the communication lines. ADP will not be responsible for the reliability or availability of the communication lines used by Client to access the Services.

2.4 Additional Services. If Client requests additional services not included in this Agreement, and ADP agrees to

provide those services, (i) those services will be included in an Additions Schedule to be signed and attached to and made a part of this Agreement, (ii) any Services provided to Client but not included in an Additions Schedule will be subject to the applicable terms of this Agreement, and (iii) unless otherwise agreed in writing, Client will pay ADP's then prevailing fees for those Services. However, the purchase of any such additional services shall be subject to the prior approval of Client's Board of Supervisors.

SECTION 3 FEES, TAXES AND PAYMENT TERMS.

3.1 Fees for Services. Client will pay ADP for the Services as specified in Annex Z. Client will pay those fees regardless of which entity in the Client Group receives the Services. The fees in Annex Z are based upon current requirements, specifications, volumes and quantities as communicated by Client to ADP and may be revised if Client's actual requirements, specifications, volumes or quantities vary materially from those communicated to ADP. The fees in Annex Z do not include amounts to be paid by Client to third parties in connection with the Services. Client will pay ADP reasonable travel and out-of-pocket expenses as specified in Annex Z.

3.2 Taxes, Shipping and Handling, and Fees . All taxes, shipping, and handling costs, and similar fees are included in the prices specified in Annex Z.

SECTION 4 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, CUSTOM PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

SECTION 5 INTELLECTUAL PROPERTY.

5.1 Ownership of Proprietary Rights. The ADP Products will at all times remain the exclusive, sole and absolute property of ADP or the third parties from whom ADP has obtained the right to use the ADP Products. Except for the license granted to Client in this Agreement, Client will have no interest in the ADP Products. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the ADP Products and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by ADP and such third parties. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products.

5.2 ADP Infringement Indemnity. ADP will defend Client in any suit or cause of action alleging that the ADP Products as provided by ADP and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party. ADP will pay damages assessed, including reasonable attorneys' fees and settlement amounts, against Client in any such suit or cause of action, *provided that*, (i) ADP is promptly notified in writing of such suit or cause of action, (ii) ADP controls any negotiations or defense and Client assists ADP as reasonably required by ADP, and (iii) Client takes all reasonable steps to mitigate any potential damages that may result. The foregoing infringement indemnity

will not apply and ADP will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a Client Infringement Event. If any ADP Product is held or believed to infringe on any third-party's intellectual property rights, ADP may, in its sole discretion, (a) modify the ADP Product to be non-infringing, (b) obtain for Client a license to continue using such ADP Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP Product and return to Client any unearned fees paid by Client to ADP in advance. This Section 5.2 states ADP's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

5.3 Client Infringement Indemnity. Client will defend ADP against, and pay damages assessed in, any suit or cause of action alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a Client Infringement Event.

SECTION 6 GENERAL PROVISIONS.

6.1 Protection of Client Files. ADP will take reasonable precautions to prevent the loss of or alteration to Client's data files in ADP's possession. Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP or inputted by Client or on behalf of Client into the ADP system and will maintain a procedure external to the ADP system for the reconstruction of lost or altered data files.

6.2 Employee and Plan Participant Access. Client shall ensure that its employees and plan participants ("Users") who access the Services or the System comply with any on-line terms. ADP may suspend or discontinue access to the Services by any User if ADP reasonably believes that such User has violated such terms or is otherwise using the Services in an inappropriate manner. Client shall take any and all actions reasonably necessary to maintain the privacy of User names and passwords for the Services and the System.

6.3 Nondisclosure. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. It is understood, however, that ADP may disclose the Client's Confidential Information on a need to know basis to its subcontractors who are performing Services for the Client, provided those subcontractors have executed confidentiality agreements and further provided that ADP shall remain liable for any unauthorized disclosure of the Client's Confidential Information by those subcontractors. In addition, ADP will establish and follow reasonable security measures to prevent unauthorized access to Client's data files. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection with any litigation and (iii) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. The provisions of this Section 6.3 will survive the termination of this Agreement.

6.4 No Solicitation of Employees. Neither party will recruit or solicit the other's personnel or employees that have become known to a party as a result of the Services performed

until the earlier of one year after (i) the termination of this Agreement or (ii) that person is no longer employed by the other party. The provisions of this Section 6.4 will survive the termination of this Agreement.

6.5 U.S. Government Restricted Rights. The Services, the ADP Products and the related materials are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions in FAR §52.227-14, FAR §52.227-19, or DFARS §252.227-7013(c)(1)(ii), as applicable. Contractor is ADP, Inc., 5800 Windward Parkway, Alpharetta, GA 30005.

6.6 Independent Contractors. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture or partnership between ADP and Client. Neither the employees of ADP nor ADP's subcontractors will be considered employees or agents of Client. Unless expressly stated in this Agreement, none of ADP, its employees or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

6.7 Use of Services via the Internet. This provision applies to any Services which are being provided to Client via the Internet or which Client may access via the Internet. Data transmitted through the Internet is encrypted for Client's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for Client's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet. In order to protect Client and Client's data, ADP may suspend Client's use of the Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected.

6.8 Use Outside the U.S. Except as otherwise specifically agreed by ADP and the Client in writing, Client will use the Services and the ADP Products only in the U.S. For any agreed upon use of the Services or the ADP Products outside the U.S., Client agrees to comply with any applicable export restrictions, laws and regulations imposed from time to time by the governments of the U.S. or the other country, if any, in which the ADP Products will be used by Client.

SECTION 7 LIMITATION OF LIABILITY.

7.1 Errors and Omissions. Subject to any claim by Client under Section 7.3 or any section in the Annexes titled "Further Limitation of Liability," ADP's liability for claims of any type or character arising from errors or omissions in the Services that are caused by ADP shall be to correct the affected Client report, data or tax agency's filings, as the case may be. Upon the request of Client, ADP will correct any error or omission made by ADP in connection with the Services at no additional charge to Client.

7.2 Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.3 Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement, ADP's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character arising from or related to a particular Service will be limited in each instance to the amount of actual damages incurred by Client, *provided, however*, that ADP's aggregate liability hereunder in any calendar year (other than and subject to Section 5.2 of Annex A, and (if applicable) Section 4 of Annex C, and Section 3 of Annex E) will not exceed the average charge for one processing paid by Client to ADP for the affected Service during such calendar year. If Client

continues to receive Services, any such monetary damages shall be paid to Client by way of a credit against future fees payable. The Annexes attached to this Agreement may contain provisions further addressing the liability of ADP for monetary damages.

7.4 No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 8 TERM AND TERMINATION.

8.1 Term. This Agreement is effective on the Effective Date. The Term of this Agreement starts on the Effective Date and ends on the termination date shown in Annex Z.

8.2 Termination by Client. In addition to any termination rights in other Annexes, if (i) ADP fails to perform any material obligation under this Agreement and that failure continues for 60 days after ADP receives written notice from Client specifying in reasonable detail the nature of that failure, or (ii) a Termination Event occurs with respect to ADP, Client may terminate this Agreement by further written notice to ADP. Client may terminate this Agreement immediately, at the sole discretion of Client's Authorized Representative, if ADP has materially breached the Agreement, and the breach, in the opinion of Client's Authorized Representative, either cannot be cured within 60 days or will cause substantial hardship, interference, or delay to Client's operations during the 60-day cure period.

8.3 Termination by ADP. In addition to any termination rights in other Annexes, if (i) Client fails to pay any amount due under this Agreement within 30 days after the due date, (ii) Client fails to perform any other material obligation and that failure continues for 60 days after Client receives written notice from ADP specifying in reasonable detail the nature of that failure, or (iii) a Termination Event occurs with respect to Client, ADP may terminate this Agreement by further written notice to Client. At ADP's option, ADP may, in the event of delinquent payment pursuant to clause (i), suspend the affected Services upon five (5) Business Day's prior written notice to Client, and ADP shall have no liability to Client for such suspended Services.

8.4 Effect of Termination. Upon expiration or termination of this Agreement, or any Annex or Additions Schedule or any Services for any reason, (i) all licenses and other rights granted to Client under the respective Annex or Additions Schedule or in connection with the terminated Services, will become null and void, (ii) all materials provided by either party to the other under the respective Annex or Additions Schedule or in connection with the terminated Services, will be returned within five Business Days after the effective date of termination, and (iii) all earned and unpaid fees and expenses will become immediately due and payable within 30 days of such expiration or termination. Each party's termination rights in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

SECTION 9 MISCELLANEOUS PROVISIONS.

9.1 Amendment. This Agreement may not be modified except by a writing signed by the authorized representatives of ADP and Client.

9.2 Notices. All communications required to be sent or given under this Agreement will be in writing and will be duly given and effective immediately if delivered in person or five Business Days after mailed by certified mail return receipt requested or upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested, to Client at the address shown on the first page of this Agreement or to ADP at the address shown in Annex Z or to any other address a party may identify in writing from time to time. A copy of all communications to ADP of a legal nature must be sent to ADP, Inc., One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel.

9.3 Injunctive Relief. In the event of an actual or impending breach of Section 6.3 or 6.4, the non-breaching party, in addition to any remedy available at law, will be entitled to seek equitable relief, including injunction and specific performance.

9.4 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party. Notwithstanding the foregoing, certain of the Services to be provided by ADP will be provided by subsidiaries of Automatic Data Processing, Inc., and ADP shall be responsible for the performance of those subsidiaries. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

9.5 Entire Agreement. This Agreement, including the Annexes and Additions Schedules, is the entire agreement and understanding between ADP and Client with respect to the subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between them, and no party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. If any provision of an Annex or Additions Schedule conflicts with a provision of another Annex or Additions Schedule, the provision of each Annex or Additions Schedule will govern, but solely with respect to the Services covered by such Annex or Additions Schedule. **Purchase Orders submitted by Client are for Client's internal administrative purposes only and the terms and conditions contained in those purchase orders will have no force and effect.**

9.6 No Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. CLIENT AGREES THAT OTHER THAN ADP'S OBLIGATIONS TO CLIENT IN THIS AGREEMENT, ADP HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.

9.7 Force Majeure. Any party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for default.

9.8 Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision.

9.9 Headings. The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.

9.10 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or

enforceability of the remainder of this Agreement will not in any way be affected or impaired.

9.11 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State California, without regard to conflict of law principles. Venue shall be in the Superior Court of California, County of Contra Costa.

9.12 Use of Client's Name. ADP may use Client's name for promotional purposes subject to Client's prior written consent.

SECTION 10 ADP ENTITY.

Notwithstanding the use in this Annex of the term "ADP", to the extent the provisions in this Annex are applicable to the particular Services described in the Annexes attached, each of the rights and obligations in this Agreement are applicable to and assumed by ADP and/or the wholly-owned subsidiary of Automatic Data Processing, Inc. which may be designated as the service provider in a particular Annex. ADP shall be responsible for the performance of such subsidiary(ies).

ANNEX O

Time and Labor Management Services

SECTION 1 TIME AND LABOR MANAGEMENT SERVICES.

1.1 Time and Labor Management Services. ADP will provide the Application Programs and/or hardware (e.g. timeclocks) (the “**Hardware**” and collectively with the Application Programs, the “**Equipment**”) and the installation and training, listed in Annex Z (collectively with the Equipment, the “**TLM Services**”). Certain terms in this Annex O apply only to Hardware provided on a subscription basis, and certain terms apply only if Client purchases Hardware. If Hardware is initially provided on a subscription basis and the Client subsequently purchases and pays for the Hardware, the terms which apply to purchased Hardware shall apply to the Hardware purchased by Client.

1.2 Grant of License. Client's use of, and all the rights and obligations of the parties with respect to, the Application Programs delivered to Client in connection with the TLM Services will be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered to Client with such Application Programs; provided, however, that in the event that no license agreement is delivered to Client with such Application Programs, ADP hereby grants to Client a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of the Client Group the Application Programs delivered to Client in connection with the TLM Services. Client will not have any interest in such Application Programs, except for the license granted to it under this Agreement. Without limitation of the foregoing, Client will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from the Application Programs. Client's use of any pre-packaged third-party software will be governed by the terms and conditions of the applicable third-party license agreement(s) delivered to Client with such pre-packaged third-party software.

1.3 Installation. Client shall be responsible for (i) providing and maintaining a suitable installation environment as specified in the manufacturer's product literature and in accordance with ADP's then current environmental specifications and other written instructions, (ii) following manufacturer's instructions with respect to the Hardware, and (iii) providing and installing all power, wiring and cabling required for installation of the Equipment. The Business Day following the day on which (a) ADP, or its designee, determines that the Equipment has been placed in good working order in accordance with ADP's standard installation procedures, or (b) the Equipment is delivered and the Client fails to provide the required installation environment, is the “**Warranty Commencement Date**”.

1.4 Risk of Loss. No loss, theft or damage after delivery of the Equipment to the Client site shall relieve Client from any obligations under this Agreement, and Client shall be liable for any such loss, damage or destruction (regardless of cause).

1.5 Alterations; Inspection. This Section 1.5 shall not apply to Hardware which is purchased and fully paid for by Client. Client shall not make any alterations or attach any device not provided by ADP to the Equipment whatsoever, nor shall Client remove the Equipment from the place of original installation without ADP's prior consent. ADP shall have the right to enter Client's premises upon prior written request, which shall not be unreasonably withheld, to inspect the Equipment during Client's normal business hours.

1.6 Title to Hardware. This Section 1.6 shall not apply to Hardware which is purchased and fully paid for by Client. Title to the Hardware shall remain in ADP. The Hardware is, and at all times shall remain, a separate item of personal property, notwithstanding its attachment to other equipment or real property. Client shall furnish any waivers or consents reasonably requested by ADP to give full effect to the intent of the preceding sentence.

1.7 Documentation. ADP will deliver to Client one copy of any documentation applicable to the Application Programs, all or a part of which may be in the form of computer media. Client will copy the documentation only for its internal business use to satisfy its reasonable internal needs, *provided* that any such copies include all proprietary, copyright and other similar notices.

1.8 Client Content. “**Client Content**” shall mean (i) all payroll, human resource and similar information provided by Client or its agents or employees, including transactional information, (ii) Client's trademarks, trade names, service marks, logos and designs and (iii) any other information or materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in the Equipment, whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or agents. The following provisions shall apply with respect to Client Content:

1.8.1 Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.

1.8.2 Client is responsible for obtaining all required rights and licenses to use and display all Client Content in connection with the Equipment. Client hereby grants to ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide Equipment or perform the TLM Services covered under this Annex O.

1.8.3 Client and its employees shall not include or provide to ADP for inclusion in the Equipment any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any Equipment any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.

1.9 Third Parties. Notwithstanding the provisions of Section 9.6 of Annex A, with respect to the Equipment, ADP's suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 4 and 7 of Annex A.

SECTION 2 LIMITED WARRANTY.

ADP warrants to Client that the Hardware shall be free from defects in material and workmanship on the Warranty Commencement Date and for ninety days thereafter. ADP warrants that the Application Programs will perform in

accordance with the applicable documentation for the comparable (as to version and type) Application Programs. These warranties shall not apply in the following circumstances: (i) accident, neglect or misuse; (ii) alterations other than in accordance with ADP's standard installation procedures and (iii) failure to provide and maintain a suitable installation environment including but not limited to, failure to provide adequate electrical power, air conditioning or humidity control.

SECTION 3 EQUIPMENT MAINTENANCE.

3.1 General. If the Hardware is provided on a subscription basis, and not purchased by Client, maintenance services ("Maintenance") for the Hardware will be furnished by ADP, or its designee, pursuant, and subject to the following terms and conditions for the fees specified in Annex Z. If Client purchases the Hardware, Maintenance is optional and may be obtained at an additional cost and a separate annual Maintenance fee applies. A Client under the purchase option may terminate its receipt of Maintenance by providing written notice to ADP no less than 30 days prior to the end of the then current annual Maintenance period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If a Client selects the purchase option but elects not to receive or terminates Maintenance hereunder, any Maintenance provided by ADP at Client's request will be subject to ADP's then current charges for Maintenance which will likely be significantly greater than the annual fee under the Maintenance plan.) Maintenance is not available on Equipment located outside the United States, Canada or Puerto Rico. Maintenance shall apply to the Hardware only and shall not apply to the maintenance of inking rollers, ribbons, light bulbs, fuses or other accessories, attachments, machines or other devices not provided by ADP. Maintenance shall commence (i) as to the Application Programs, immediately; (ii) as to Hardware, upon expiration of the warranty in Section 2. ADP shall provide help desk support, which includes technical assistance which may be by telephone, fax service, remote modem support (if accepted by Client) and/or courier. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Hardware relating to Maintenance. Client shall pay all travel expenses incurred by ADP or its designee for any Maintenance performed at the Client's site.

3.2 Maintenance Hours. Maintenance shall be provided, during ADP's regular maintenance hours for the applicable Equipment (the "Regular Maintenance Hours"), which are specified in Annex Z. ADP shall respond in a prompt, commercially reasonable manner during Regular Maintenance Hours for the applicable Equipment, but reserves the right to grant priority among clients.

3.3 Hardware Maintenance. ADP shall make, or cause a designee to make, all necessary adjustments and repairs to keep the Hardware in good operating condition. All remedial Maintenance shall be provided during Regular Maintenance Hours for the applicable Hardware after notification that the Hardware is inoperative and a determination has been made by ADP, or its designee, that the problem is a result of defective materials or workmanship. Any parts found to be defective (except those specifically excluded hereunder) shall be replaced or repaired, at ADP's or its designee's option without additional charge for parts or labor, provided that the Hardware has been properly installed and maintained by ADP or its designee, and provided further that the Hardware has been used in accordance with the ADP manual and manufacturer's instructions and has not been subject to abuse or tampering. Such repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Hardware (which delivery shall not violate the provisions of Section 1.5 above) at issue and

determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Hardware in question.

3.4 Application Programs Maintenance. ADP shall make, or cause a designee to make, corrections of errors or deficiencies in the Application Programs so that the Application Programs conform in all material respects to the functional specifications for the Application Programs published from time to time by ADP. ADP will make improvements, enhancements, modifications and/or updates (collectively, "Updates") to the Application Programs available to Client (i.e. in addition to the license and Maintenance fees) if and as they are made available generally by ADP at ADP's standard rates on a time and materials basis. If Client fails to install, or does not engage ADP on a time and materials basis to install any version Update within three years after the availability of the same from ADP; ADP shall have no further obligation to provide Client with Updates to the Application Programs nor to provide ongoing Maintenance for the Application Programs. Updates which are service packs shall be made available (or for clients receiving Hosting Services installed) by ADP, at no additional charge.

3.5 Maintenance Exclusions. Maintenance does not include (i) providing supplies or equipment; (ii) refinishing of the Hardware; (iii) maintenance of accessories, attachments, machines or other devices not covered by ADP; (iv) making configuration specification changes (not applicable to the Application Program TimeSaver® 3.X); (v) performing service connected with the relocation, installation or reinstallation of Hardware; (vi) adding or removing accessories, attachments and other devices; (vii) operation of the Application Programs in the normal course of business; (viii) consulting, programming, installation or training services that are not associated with Application Program errors or deficiencies; (ix) programming or analytical assistance relating to enhancement of existing programs or the creation of new programs; (x) programming or analytical assistance relating to restoring programs and/or computer accessible data files rendered inoperative due to any cause outside of ADP's reasonable control; and (xi) supporting any Application Programs not listed in Annex Z. Any maintenance resulting from other than the normal operation of the Equipment, including Client's faulty installation or misuse of the Equipment or Client's failure to provide the necessary facilities or specified operating supplies or to meet ADP's or manufacturer's site specifications shall be invoiced to Client as an additional charge plus any travel expenses incurred.

3.6 Client Responsibilities. Client's responsibilities under this Agreement include: (i) providing a suitable environment for the Equipment, as specified in the manufacturer's product literature and as specified by ADP; (ii) contacting ADP's help desk by phone to initiate all Maintenance; (iii) explaining the problem or condition requiring Maintenance to ADP's help desk personnel and providing copies of data on printed materials and/or other media that may assist ADP in providing Maintenance; (iv) providing necessary connectivity to access the Hardware, when requested by ADP; (v) providing full, free, safe and complete access to the Equipment during Regular Maintenance Hours for the applicable Equipment so that ADP or its designee may provide Maintenance; (vi) backing up, removing, protecting and restoring, as applicable, programs, data and removable storage media contained in failing Hardware presented for Maintenance; (vii) removing all features, parts, options, alterations and attachments which are not subject to this Agreement before presenting failing Hardware for service; (viii) removing and controlling any files from Hardware before ADP begins service and replacing or reloading files in Hardware following service and (ix) informing ADP of changes in related hardware and software and their configuration.

3.7 Conditions of Maintenance. This Agreement is contingent upon proper use of the Equipment and does not cover Equipment which has been modified without ADP's approval, or which has been subjected to unusual physical or electrical stress, or in which the original identification marks have been removed or altered, or which has been removed from the place of original installation without ADP's prior consent. Additionally, any repairs, replacements or Maintenance required as the result of any of the following are not included in Maintenance and Client shall be charged at ADP's then current rates, plus any travel expenses incurred: damage, defects or malfunctions resulting from misuse, accident, neglect, tampering or causes other than normal and intended use (including modifications or replacements of any ADP components or any boards supplied with the Hardware); failure of the Client to provide and maintain a suitable installation environment; or malfunctions resulting from use of software, hardware, badges, supplies or other products with the Equipment which are not approved by ADP or the attachment or addition of any device to the Hardware without ADP's prior consent. ADP shall not be responsible to Client for loss of use of the Equipment or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Equipment by other than authorized representatives of ADP. If, in the opinion of ADP, any such alterations, additions, adjustments or repairs adversely affect ADP's ability to render Maintenance to the Equipment, ADP reserves the right to immediately terminate this Annex. Any Maintenance performed by ADP outside the scope of this Annex when the cause is determined to be unrelated to Equipment shall be provided at ADP's then prevailing time and material rates and terms plus any travel expenses incurred.

SECTION 4 FURTHER LIMITATION OF LIABILITY.

The provisions of this Section 4 supplement the provisions of Section 7 of Annex A hereto. ADP's sole obligation in case of any breach of its warranty set forth in Section 2 shall be to repair or replace, at ADP's option, any defective items.

SECTION 5 HOSTING SERVICES.

Section 5 applies only if Hosting Services (as hereinafter defined) are specified in Annex Z.

5.1 Access to System. The System means the Application Programs as run on the Hosted Environment. The Hosted Environment means the hardware, system software, hosting support software, network connectivity, and facility used by ADP to support Client's use of the Application Programs. Client, and its authorized employees, may access the System as provided herein in order to input information relating to its employees' time and attendance and related information. Client acknowledges that ADP does not review the accuracy or completeness of any submissions to the System made by Client or Client's employees. Client agrees that it is Client's sole responsibility to submit information relating to the use of the Application Programs and any associated ADP services and to verify the accuracy and completeness of any information submitted by Client or its employees. Client acknowledges that by submitting communications through the System, no confidential, fiduciary, and contractually implied or other relationship is created between ADP and Client other than pursuant to this Agreement. In order to access and use the System, Client and its authorized users will be required to provide a current username and password. Client will instruct its authorized Users that in the event that they have reason to believe that an unauthorized third party has access to Client's account, they should immediately notify ADP.

5.2 System Availability, Maintenance, and Downtime.

5.2.1 System Availability and Scheduled Maintenance.

The System generally will be available 24 hours a day, 7 days a week; however, ADP performs maintenance during the hours specified in Annex Z (the "Maintenance Windows"). ADP makes no guarantee of System availability or performance during the Maintenance Windows, and System availability or performance may be negatively impacted during the Maintenance Windows. ADP makes no guarantee that maintenance tasks will be completed during the Maintenance Windows however if ADP determines that maintenance tasks extending beyond the Maintenance Windows will impact Client's use of the System, ADP will give Client as much advance notice as possible..

5.2.2 Additional Maintenance. In certain situations, ADP may perform additional maintenance at times other than the Maintenance Windows. When ADP determines that additional maintenance will have a direct impact on the Client's use of the System, ADP will give Client as much advance notice as possible.

5.2.3 Unscheduled Downtime. The System may experience unscheduled downtime. During the hours of 8:00 AM to 8:00 PM Eastern time, Monday through Friday, excluding ADP Holidays (as defined in Annex Z) ("Prime Time"), ADP will notify the Client of unscheduled downtime as soon as practicable, and in any event, within sixty minutes of ADP's identification of such unscheduled downtime (the "Event"). At times other than Prime Time that are outside the Maintenance Windows, ADP will use reasonable efforts to notify the Client of unscheduled downtime as soon as practicable following the Event. If the System experiences unscheduled downtime, ADP will work diligently to correct the problem until it is resolved and the System is made available.

5.3 Hosting Services. The hosting services provided by ADP ("Hosting Services") include:

5.3.1 Providing the Hosted Environment for the System and the operation and required maintenance of such Hosted Environment. Client acknowledges that the Hosted Environment may be used to provide similar services to other clients and that Client acquires no rights therein.

5.3.2 Deploying the Application Programs licensed by the Client at a Uniform Resource Locator to be selected, registered and owned by ADP.

5.3.3 In the event that ADP discovers and/or Client reports to ADP through its support line that the Hosted Environment is experiencing an outage or that the Application Programs are experiencing operational issues, working diligently to resolve such outage or issue as soon as possible, giving priority to outages and significant operational issues.

5.3.4 Making the System available except for the hours specified as the Maintenance Windows in Annex Z, except for scheduled maintenance and any loss or interruption of the System due to causes beyond the control of ADP or which are not reasonably foreseeable by ADP, including, but not limited to, interruption or failure of telecommunication or digital transmission links, or unauthorized intrusions.

5.3.5 Establishing and maintaining a secure environment for the System, which shall include physical security, logical security (including firewalls, encryption and password access control), and intrusion detection.

5.4 ADP Access to System. ADP will make corrections, modifications, and improvements from time to time as deemed appropriate by ADP in connection with the provision of Hosting Services to Client. Client grants to ADP permission to allow ADP's employees and subcontractors properly authorized by ADP to access and make such corrections, modifications, and improvements to the System (which hosts Client's data). Depending upon the situation, Client may or may not be informed of ADP's making such corrections, modifications, and improvements.

SECTION 6 ADDITIONAL TERMINATION PROVISIONS.

The provisions of this Section 6 supplement the provisions of Section 8 of Annex A hereto.

6.1 Termination by ADP. In addition to the termination provisions of Section 8.4 of Annex A, ADP may terminate this Annex O if Client fails to install, removes or disconnects the Equipment from Client's existing computer system.

6.2 Default by Client. Upon the occurrence of any event set forth in Section 8.4 of Annex A, which is not cured as set forth therein, or Section 6.1 hereof, ADP may, at its option, whether or not this Annex is terminated, (i) take immediate possession of the Equipment (other than Hardware that has been purchased and fully paid for by Client), wherever situated, and for such purpose enter upon any premises without liability for so doing, (ii) sell, dispose of, hold, use or lease the Equipment, as ADP in its sole discretion may decide

6.3 Effect of Termination. This Section 6.3 shall not apply to Hardware which is purchased and fully paid for by Client. In addition to the provisions of Section 8.6 of Annex A, immediately upon termination or cancellation of this Annex, for any reason whatsoever, Client shall, at its expense, return any Hardware which is provided on a subscription basis to ADP in accordance with ADP's instructions in as good condition as received by Client, normal wear and tear excepted. If such Hardware is not returned, Client agrees to purchase such Hardware at fair market value.

ANNEX Z

Service and Fee Schedule

SECTION 1 THE CLIENT GROUP.

Contra Costa County
30 Douglas Dr
Martinez, CA 94553

SECTION 2 ADDRESS OF ADP FOR NOTICES.

ADP Inc.
10407 Centurion Parkway North
Jacksonville, FL 32256
Attn: General Manager

SECTION 3 TERMINATION DATE.

The termination date of this Agreement is 5 year(s) after the Effective Date.

SECTION 4 PAYMENT LIMIT.

Payments to ADP under this Agreement may not exceed \$3,116,400.

SECTION 5 FEE CHANGES; TAXES.

The fees set forth on Annex Z are inclusive of all applicable taxes and costs, including but not limited to sales tax and shipping and handling fees. All fees shall remain fixed during the Term of this Agreement. Thereafter, ADP may modify the fees for the Services and will give Client at least 30 days prior written notice of any changes in such fees.

SECTION 6 TIME AND LABOR MANAGEMENT SERVICES AND FEES.

■ Implementation.

A. Client acknowledges that the one-time cost (**\$559,737.60**) for the Implementation Services has been deferred and financed by ADP and will be paid by Client in monthly installments of \$9,328.96 ("Deferred Fee Monthly Amount") during the Term of this Agreement as specified in the TLM Services fees set forth in Exhibit 1. If Client terminates this Agreement after the completion of the Implementation Services, Client will pay to ADP the Deferred Fee Monthly Amount multiplied by the number of months remaining in the Term of the Agreement as of the effective date of termination, plus the Deferred Fee Monthly Amount multiplied by number of unpaid months prior to the effective date of termination. If Client terminates the Agreement prior to the completion of the Implementation Services, then Client shall pay to ADP a prorated deferred fee amount based on the percentage of Implementation Services completed. For example, if 25% of the Implementation Services were completed at the time Client terminated the Agreement, Client would pay ADP a total of \$139,934.40.

B. Notwithstanding anything stated to the contrary in the Agreement or Annexes, Exhibits, Schedules and Attachments attached thereto and made a part hereof, including but not limited to Section 9.4 of Annex A, Client agrees that ADP may assign, sell, transfer, pledge or otherwise dispose of its rights (but none of the related obligations) under this Agreement to receive payment for Client's obligation (or a portion thereof) to pay Deferred Fee without notice or consent of Client to one or more assignees and any assignee may further freely assign the same.

C. Training fees are included in the fees for the Implementation Services as specified in Exhibit 1. Client will pay all expenses associated with the travel of its own employees to any off-site training activities. ADP will provide available post-implementation training for an additional fee.

■ Travel.

Client will reimburse ADP for up to \$10,000 in travel expenses over the Term of this Agreement as specified in Exhibit 1.

■ Maintenance.

○ **Maintenance Fees.**

Maintenance fees are specified in Exhibit 1.

○ **Maintenance Availability.**

- ADP Enterprise eTIME®

ADP's Regular Maintenance Hours are: 8:00 am to 8:00 pm, Eastern Time, Monday through Friday, exclusive of ADP Holidays

ADP will provide a telephone hotline for application and technical support. Application support includes standard product application troubleshooting questions and program or system errors. Technical support includes network troubleshooting relating to the Application Programs, performance tuning for the Application Programs and/or advising Client as to reasonable solutions for

problems. The hotline is accessible to Client's designated contact through a toll-free number, and is available during ADP's Regular Maintenance Hours. ADP Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time. Emergency additional pager support will be available to Client's designated contact from 8:00 p.m. to 8:00 a.m., Eastern Time, seven days a week.

▪ **Application Programs.**

Fees for the Application Programs are specified in Exhibit 1.

The Application Programs licensed to Client are:

- ADP Enterprise eTIME®

The Monthly Fee (excluding the monthly Hosting Services Fee, if any) will accrue and begin billing on the earlier of sixty days following installation of the Application Programs or the occurrence of the first live punch. The Monthly Fee will be based upon the number of non-terminated users in the database related to the Application Programs ("Authorized Users") and will be subject to a monthly minimum charge.

▪ **Hardware.**

-ADP will provide hardware to Client on a subscription basis at the fees shown in Exhibit 1 below.

▪ **Hosting Services.**

ADP will provide Client Hosting Services at the fees specified in Exhibit 1.

The monthly Hosting Services fee will accrue and be billed on the date the System is accessible for use by Client or ADP for implementation (prorated for the first month if such date is after the first day of the month).

Hosting Services will be interrupted for routine maintenance during the following scheduled Maintenance Windows:

Enterprise eTIME®

<u>Day of Week (Relative to Month)</u>	<u>Maintenance Window Start Time*</u>	<u>Maintenance Window End Time*</u>
Every Monday	1:00 AM, Monday	3:00 AM, Monday
Every Tuesday	1:00 AM, Tuesday	3:00 AM, Tuesday
First, Third, and Fifth Wednesday	1:00 AM, Wednesday	3:00 AM, Wednesday
Second and Fourth Wednesday	11:00 PM, Tuesday	5:00 AM, Wednesday
Every Thursday	1:00 AM, Thursday	3:00 AM, Thursday
Every Friday	1:00 AM, Friday	3:00 AM, Friday
Every Saturday	1:00 AM, Saturday	3:00 AM, Saturday
Every Sunday	1:00 AM, Sunday	4:00 AM, Sunday

*All times are U.S. Eastern Time, ADP Holidays excluded.

ADP Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time.

**EXHIBIT 1
TLM Pricing**

System Cost Summary: The expense for this System over 60 months will be a total of \$3,116,400 based on the employee volume estimates set forth under the recurring fees below, and use of hardware, and features.

Deferred Fixed Implementation Fee

Implementation Professional Services

	Monthly Cost (for maximum of 60 mo)	Annual (for maximum of 5 years)
ADP Implementation	\$9,328.96	\$111,947.52
ADP Calculation Utility	Included	Included
ADP Application Hosting Set-up and configuration	Included	Included

Implementation- Training

Administrator Training	Included	Included
Train-the-Trainer – Manager	Included	Included
Time Clock Manager Training	Included	Included
Advanced Scheduling Training	Included	Included

One-Time (Implementation) Travel Expense

Travel Expense

	Unit Rate	Total Cost
ADP Travel Expense (per trip-5 trips maximum) -Includes Airfare, Food, Lodging, Transportation	\$2,000	\$10,000

Monthly Recurring Fees

(Monthly rate will fluctuate due to employee count, time clocks required, manager licenses, and scheduler need by department)

Hosted Services

Description	Rate	Units
Enterprise eTIME Software	\$1.20	(10,000) ee/month
4500 Full Numeric Bar Code 10/100 Mbit Ethernet (8602800-401)	\$107.80	(25) clock/mo
Sales Tax (9.25%)	\$9.97	
A-Connect for non-ADP Payroll only	\$350.00	month
Enterprise eTIME Manager Licenses (additional over {950} licenses)	\$3.00	(2,050) mgr/month
Enterprise Scheduler	\$1.20	(2,500) ee/month
Enterprise eTIME Web	\$1.20	(10,000) ee/month
Base Hosting (includes test database)	\$6,000.00	month
Total	42,444.25	month

Total monthly cost w/monthly deferred implementation fee is \$51,773.21

To: Board of Supervisors

From: David Twa, County Administrator

Date: November 23, 2010



**Contra
Costa
County**

Subject: Appropriation Adjustment and Contract with Health Management Associates for Hospital Sustainability Review

RECOMMENDATION(S):

Consider approving and authorizing the County Administrator to execute a contract with Health Management Associates, Inc., in an amount not to exceed \$382,759 for the period of December 15, 2010 through June 30, 2011 to conduct a sustainability review of the County's hospital, clinic, and health plan system and approving Appropriation Adjustment 5016 authorizing \$390,000 from the General Fund-Reserve for Contingencies and appropriate for contract expenses.

FISCAL IMPACT:

On October 20, 2009 the Board of Supervisors approved the allocation of \$250,000 from reserves for the purpose of conducting a sustainability review (Appropriation Adjustment No. 2009/5009). These funds were not utilized in the last fiscal year and were returned to the Reserve Fund until the RFP process was complete, costs were identified, and a contractor selected.

Therefore, the cost of this contract is not currently appropriated within the County Administrator's budget. If approved, Appropriation Adjustment No. 5016 will authorize and appropriate \$390,000 from Reserves for the cost of this contract plus a minor amount of additional funds for unforeseen expenses that may arise during the study, such as postage expenses.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE 

Contact: Dorothy Sansoe, 925-335-1009

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

BACKGROUND:

On September 23, 2008 the Board received a report from the Health Director and a presentation from the law firm of Ropes and Gray concerning Health Services Finances and Governance Options.

On March 17, 2009 the Board of Supervisors conducted budget and Beilenson hearings regarding reductions to the operating budget of County departments. At that time, Dr. William Walker indicated that the demand for services has overwhelmed the clinics and the hospital on a daily basis and that an increased partnership with the community clinics should

On April 21, 2009 the Health Services Department reported to the Board of Supervisors regarding standards for administration of indigent health care. At that time, the Board directed the County Administrator to return with a plan to study the sustainability of the hospital into the future.

On October 20, 2009 the Board of Supervisors authorized the County Administrator to issue a request for proposals to perform an audit on the sustainability of the Contra Costs Regional Medical Center and Clinics. The County received five responses to our request and a review panel from the County Administrator's Office, Health Services Department and the Physician and Dentists Organization of Contra Costa selected Health Managements Associates as the most qualified bidder. A copy of the contract is attached.

Statistics: Over the past eight fiscal years (2001-02 through 2008-09), the level of County General Fund expended on the hospital and clinics has increased by 89%. According to the U.S. Census Bureau, between July 2001 and July 2008 (the latest data available), the population in Contra Costa County has increased approximately 6%. Inflation over this same time period was approximately 24%.

If funding provided to the Health Department reflected the increases in inflation and population, funding would have increased from the 2001-02 base year of \$30.6 million to approximately \$40 million in 2008-09. Actual General Fund cost in 2008-09 was \$56.5 million. The 2009-10 fiscal year General Fund subsidy budgeted for the hospital and clinics is \$57.8 million.

In 2001-02 the Hospital subsidy was 3.08% of the total County General Fund expenditures. By 2008-09 it had increased to 4.61%. If the 2001-02 percentage share had been maintained, approximates \$38.7 million would have been expended last year.

Again, over the same period, the number of full time equivalent positions has increased from 23.8% of the County total to 30.5%.

The County Administrator is now requesting Board of Supervisors approval to implement the Strategic Plan by authorizing the County Administrator to issue requests for proposals and execute contracts with one or more of the most responsive and responsible bidders to complete the scope of work outlined in the Strategic Plan and report back to the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved the County will not be able to obtain the expertise necessary for an independent review of the County Hospital and Clinic system. Potential areas for savings and improved business practices will not be identified.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT /
ALLOCATION ADJUSTMENT
T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- ☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : County Administrator			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
1200	2310	NON CNTY SPEC SERV			390,000 00
0990	6301	RESERVE FOR CONTINGENCIES (reserves)	390,000	00	
0990	6301	APPROPRIABLE NEW REVENUE			390,000 00
TOTALS			390,000	00	780,000 00

APPROVED

AUDITOR-CONTROLLER:

BY: _____ DATE: _____

COUNTY ADMINISTRATOR:

BY: *[Signature]* DATE: 1/5/11

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE: _____

EXPLANATION OF REQUEST:

Increase appropriations to reflect cost of Hospital Sustainability study.

[Signature] Dorothy Sansoe Sr Deputy County Administrator 1/4/2011
SIGNATURE TITLE DATE

APPROPRIATION APOO 5016

ADJ. JOURNAL NO.

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C 24

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- ☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Various			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
0005	8981	<u>B.U.: 0005 General County Revenue</u> FUND BALANCE AVAILABLE	390,000	00	
TOTALS			390,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: *[Signature]* DATE 1/5/11

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

Appropriate reserved revenue authorized by the BOS for the Hospital

Sustainability study.

[Signature]
Dorothy Sansoe

Sr. Deputy County Administrator

1/4/2011

SIGNATURE

TITLE

DATE

REVENUE ADJ.

RAOO

5016

JOURNAL NO.

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number
Fund/Org# 1200
Account # 2310
Other #

1. **Contract Identification.**

Department: County Administrator's Office

Subject: Hospital & Health Services Sustainability Audit

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Health Management Associates, Inc.

Capacity: Michigan Corporation

Address: 120 N. Washington Square, #705, Lansing, MI 48933

3. **Term.** The effective date of this Contract is January 19, 2011. It terminates on June 30, 2011 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ 382,759.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

Contra Costa County Request for Proposals: Sustainability Audit of the Contra Costa Regional Medical Center and Clinics.

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

Government Code Section 26227

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chair/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: Health Management Associates, Inc.	Name of business entity: Health Management Associates, Inc.
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert 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

(Seal)

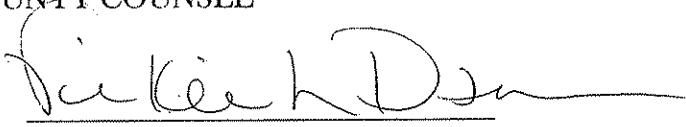
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Service Plan

Contractor will provide professional evaluation, consultation and advisory services concerning the policies, operations and structures of the Contra Costa Regional Medical Center (CCRMC), County Health Centers, and the Contra Costa Health Plan (CCHP). Contractor will develop recommendations designed to secure the financial sustainability of the County's health care system and to ensure the most efficient and effective delivery of medical services to County residents that are consistent with the implementation of health care reform.

Contractor's services under this contract will be delivered in three stages in order to ensure effective oversight and consultation with County staff.

I. Stage I Informational Memorandum (January 19, 2011 – March 14, 2011)

Stage I consists of data collection and interviews, resulting in an Information Memorandum. The Information Memorandum will include the following elements:

- A. Demographic and health care utilization data for the County's Medi-Cal and uninsured populations to guide decision-making.
- B. Description of the current overall capacity of Contra Costa County's facilities, programs, and services to provide an appropriate continuum of health care services to County's target populations, and collection of relevant operational data for County health care programs to enable evaluation of County's performance based on industry "best practices."
- C. Identification of areas where the County's current level of service for medically indigent and uninsured residents through the Basic Health Care (BHC) program either exceeds or is insufficient to meet legally mandated minimum service levels, as compared to comparable counties.
- D. A description of the impact of the new Federal "Low Income Health Program" (LIHP - comprised of "Medicaid Coverage Expansion" and a renewal of the existing "Health Care Coverage Initiative") on the County's ability to provide legally required health care services to medically indigent residents and other medically vulnerable residents of Contra Costa County.
- E. An estimate of the expected net effect of the new LIHP on Medi-Cal reimbursements to the County in FY 2011-12.
- F. Identification of new service capacity needs that may arise as a result of expanding access to health care services and implementing expanded managed care programs under Medi-Cal through the new LIHP;
- G. Financial and service utilization data and quality and performance indicators for CCRMC and County Health Centers that describe the efficiency, sufficiency, and cost effectiveness of County-operated health care facilities.
- H. Identification of all areas where the performance of CCRMC and County Health

Initials: _____

Centers is not comparable to overall industry averages or standards, and assessment of reasons for such variance.

Information Memorandum Due Date

Contractor will provide the Information Memorandum to the County Administrator's Office on or before **March 14, 2011**.

**II. Stage II Preliminary Report
(March 15, 2011 – April 4, 2011)**

Stage II consists of Contractor's preliminary professional assessment, analysis, and evaluation of relevant data for the purpose of constructing policy and program alternatives and developing specific recommendations for consideration by the County, resulting in a Preliminary Report. The Preliminary Report will include the following elements:

- A. Preliminary findings, based on industry standards for "best practices" and performance measurement, concerning the overall performance, including cost effectiveness, of the County Health Services Department, CCRMC, County Health Centers, CCHP, and affiliated health care organizations and institutions within the County, in providing a comprehensive health care network for the County's low-income, uninsured and/or medically vulnerable populations.
- B. A preliminary strategic analysis of CCHP, CCRMC and County Health Centers that includes an assessment of their competitive position under health care reform in terms of local market conditions and expected increases in utilization of health care services by Medi-Cal recipients and the uninsured.
- C. Presentation of potential alternative governance models that would address any identified operational and/or financial barriers to continued financial sustainability of CCRMC, County Health Centers, and CCHP, or that would improve the efficiency and cost effectiveness of delivering health care services to patients.
- D. Recommend strategies and programs designed to maximize Federal reimbursements to the County for health care services for Medi-Cal recipients and uninsured persons, including a description of eligibility requirements for any potential new revenue sources and an evaluation of the County's ability to obtain such funding.
- E. Assess the impact of the LIHP on the financial status of CCHP, including expected changes in annual County General Fund costs for the BHC Program.
- F. Assess the prospective role of CCHP in providing comprehensive managed care to an expanded patient population under the new LIHP, in comparison with other health plans and/or other provider networks.
- G. Assess the County's ongoing labor needs for medical staff, including physicians, nurses, specialists, and other health care providers.
- H. Review the County's recruitment and retention procedures and practices for providing the required complement of professional medical staff for the County's health care operations. Develop medical staffing alternatives or proposals for County consideration that are reflective of industry "best practices" for cost containment and patient care, as health care reform is implemented.
- I. Assess the availability and capacity of other (non-profit and private) health care providers to participate in a "community-based collaborative care network" providing

Initials: _____

- “medical homes” and coordinated managed care services for Medi-Cal patients.
- J. Prepare and submit a draft outline of a work plan for the establishment of a “medical home system of care” for the expanding Medi-Cal population, the uninsured, and other medically vulnerable residents of the County.

Preliminary Report Due Date

Contractor will provide the Preliminary Report to the County Administrator’s Office on or before **April 4, 2011**.

**III. Stage III Draft Final Report and Final Report
(April 5, 2011 – May 31, 2011)**

Stage III consists of Contractor’s preparation and submission of a Final Report documenting its findings and recommendations. In the first part of Stage III, Contractor will draft and submit a draft version of the Final Report to the County Administrator’s Office on or before **May 13, 2011**. After consultation with, and feedback from, the County Administrator and his designees, Contractor will prepare a final version of the Final Report and submit it to the County Administrator on or before **May 31, 2011**.

The Final Report will include the following elements:

- A. A final work plan for the establishment of a “medical home system of care” of sufficient depth and specificity to enable the County to plan and implement a “medical home system of care” and comprehensive managed care network for the target populations.
- B. A management review of Health Services Department programs, including CCRMC and County Health Centers, that identifies structural, organizational, and program changes needed to contain costs and maximize return on County investments (including potential changes in service lines or methods of program or service delivery).
- C. An evaluation of alternative governance structures (such as a hospital district or community-based collaborative care network) that could enhance the County’s ability to provide appropriate, accessible, and effective health care services to its customers.
- D. An evaluation of local labor market conditions, medical staff recruitment and retention strategies, labor agreements, and the use of contracted vendors, in order to ensure access by Contra Costa residents and others to appropriate and effective medical services at CCRMC and County Health Centers (or through alternative service delivery options) at the least cost to the County.
- E. Recommendations for changes in the County’s current procedures for data collection and analysis, and in the use of performance indicators, program outcomes, and customer satisfaction reports for CCRMC and County Health Center operations that will enhance the County’s oversight and management of its health care programs and support sustainability.

Initials: _____

- F. Recommendations for changes and/or enhancements to the County's organizational capacity for ongoing strategic planning, evaluation, and oversight of the County's health care programs and policies that would enhance the County's oversight and management of its health care programs and support sustainability.

IV. General Provisions

In providing the above-described services, Contractor agrees to:

- (1) Coordinate with the County Administrator's Office for obtaining records, scheduling meetings with departmental administrative and/or fiscal staff, and resolving problems or challenges as they arise;
- (2) Provide an oral progress report, or status update on any issue or matter of inquiry related to this contract, upon request of the County Administrator's Office; and,
- (3) Perform other related services as are requested by the County Administrator or his designee, that are mutually agreed to be necessary in fulfilling the requirements of this contract.

V. HIPAA Requirements.

Contractor must comply with the applicable requirements and procedures set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any modifications thereto, including, but not limited to, the attached HIPAA Business Associate Attachment, which is incorporated herein by this reference.

Initials: _____

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number _____

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ _____ monthly, or
- ☐ b. \$ _____ per unit, as defined in the Service Plan, or
- ☐ c. \$ _____ after completion of all obligations and conditions herein.
- ☒ d. Other: As set forth in Exhibit A, attached hereto.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

“EXHIBIT A”
To PAYMENT PROVISIONS (FORM P-1)

A. County will pay Contractor as follows:

1. Upon receipt of the Information Memorandum required by Stage I of the Service Plan, County will pay Contractor its allowable costs in an amount not to exceed \$74,498.
2. Upon receipt of the Preliminary Report required by Stage II of the Service Plan, County will pay Contractor its allowable costs in an amount not to exceed \$74,498. Notwithstanding the \$74,498 payment limit, any unused funds from Stage I may also be used to pay Contractor for work performed in Stage II, if those unused funds are needed.
3. Upon receipt of the draft Final Report required by Stage III of the Service Plan, County will pay Contractor its allowable costs in an amount not to exceed \$119,197. Notwithstanding the \$119,197 payment limit, any unused funds from Stages I and II may also be used to pay Contractor for work performed on the draft Final Report, if those unused funds are needed.
4. Upon acceptance and approval of the final Final Report required by Stage III of the Service Plan, County will pay Contractor its allowable costs in an amount not to exceed \$29,799. Notwithstanding the \$29,799 payment limit, any unused funds remaining after all payments have been made to Contractor pursuant to Paragraphs 1, 2, and 3, above, may also be used to pay Contractor for work performed on the final Final Report, if those unused funds are needed.
5. In addition to the above payments, County will pay Contractor, on an hourly basis and in an amount not to exceed \$10,000, for advisory and professional consultation services regarding the County’s health care delivery system, programs, and/or policies, that are provided by Contractor upon the request of the County Administrator or his designee.

B. Contractor’s hourly rates are as follows:

Name	Job Title	Hourly Rate
Theresa Sachs	Managing Principal	\$264
Mary Roos	Managing Principal	\$308
Doug Elwell	Managing Principal	\$308
Stan Rosenstein	Principal Advisory	\$308
Dave Ferguson	Managing Principal	\$264

Name	Job Title	Hourly Rate
Jack Raba	Principal	\$332
Greg Vachon	Principal	\$320
Deb Zahn	Principal	\$264
Lisa Maiuro	Senior Consultant	\$228
Jane Longo	Senior Consultant	\$228
Brenda Klutz	Senior Consultant	\$228
Laura Bustos	Consultant	\$120
Ann Zerr		\$300
Mike Carr		\$300

C. County will also pay Contractor for travel time and expenses, subject to the following limitations:

1. Total travel time payable to Contractor for the term of this contract may not exceed \$49,123.
2. Payments for travel time by Consultant's staff will be based on the actual travel time of the staff person multiplied by 50% of that staff person's hourly rate set forth in the table in Section B, above.
3. Travel expenses and all other costs incurred by Contractor may not exceed the total of \$25,644, and all such expenses must be supported by appropriate documentation, i.e. receipts and invoices.

D. In addition to the County Demand Form D-15 required by Paragraph 2. of the Payment Provisions, Contractor must also submit an itemized statement of all work performed during the billing period, including a description of the work activity and associated time expended (in not less than quarter hour increments) for each member of Contractor's staff, payable at each staff member's hourly rate set forth in the table in Section B, above.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this

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GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor

County Dept.

HIPAA BUSINESS ASSOCIATE ATTACHMENT

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Attachment ("Attachment") supplements and is made a part of the Contract identified as Number _____ (hereinafter referred to as "Agreement") by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as "County") and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as "Associate").

- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the regulations promulgated thereunder (collectively, the "HIPAA Regulations"), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations and contained in this Attachment.

In consideration of the mutual promises below and the exchange of information pursuant to this Attachment, the parties agree as follows:

1. **Definitions.** As used in this Attachment, the following terms have the following meanings:
 - a. **Breach** has the meaning given to such term under the HITECH Act set forth at 42 U.S.C. Section 17921.
 - b. **Business Associate** ("Associate") means an individual or entity that provides services, arranges, performs or assists in the performance of activities on behalf of the County and who uses or discloses PHI, pursuant to the HIPAA Regulations including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - c. **Covered Entity** ("County") means Contra Costa County for its Health Services Department.
 - d. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
 - e. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
 - f. **Electronic Media** is:
 - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

Initials: _____
 Contractor County Dept.

- g. **Electronic Protected Health Information (ePHI)** is any Protected Health Information that is stored in or transmitted by electronic media.
- h. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.
- j. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- k. **Protected Health Information ("PHI")** means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).
- l. **Protected Information** means PHI provided by County to Associate or created or received by Associate on behalf of the County in connection with the Agreement.
- m. **Required by Law** has the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.
- n. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- o. **Security Rule** means the standards for protecting the security of electronic Protected Health Information in 45 C.F.R. Parts 160 and 164, as in effect or as amended.
- p. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h).

Terms used, but not defined, in this Attachment will have the same meanings as those terms are given in the HIPAA Privacy Rule.

2. **Obligations of Associate.**

- a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted under the Agreement and this Attachment, or as Required by Law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act.
- b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Attachment, (ii) for the proper management and administration of Associate, (iii) as Required by Law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Attachment and only disclosed as Required By Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party

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to immediately notify Associate or any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.

- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or services to which the PHI solely relates (42 U.S.C. Section 17935(a)). Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Attachment and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Reporting of Improper Use or Disclosure.** Associate will notify County in writing within twenty-four (24) hours of its discovery of any security incident or any other use or disclosure of Protected Information not permitted by the Agreement or this Attachment of which Associate or its officers, employees or agents become aware, without unreasonable delay, and in no case later than ten (10) calendar days after discovery. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- f. **Associate's Agents.** Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such Protected Information and implement the safeguards required by paragraph c, above, with respect to ePHI. Associate agrees to implement and maintain sanctions against agents and subcontractors who violate such restrictions and will mitigate the effects of any such violation.
- g. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within ten (10) days of request by County to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.524. If Associate maintains an Electronic Health Records, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of Protected Information.** Within ten (10) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors will make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify County within five (5) calendar days of the request, without unreasonable delay. County, and not Associate, will determine if and when to deny a request for an amendment of Protected Information maintained by Associate.
- i. **Availability and Accounting of Information.** Within ten (10) calendar days of notice by County of a request for an accounting of disclosure of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set

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forth in, and as limited by, 45 C. F. R. Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.502; (ii) to individuals of PHI about them as set forth in 45 C. F. R. 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 C. F. R. Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and , if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.

- j. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.
- k. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.
- m. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- n. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected

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Information. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.

- o. **Notification of Breach.** During the term of the Agreement, Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.
- p. **Breach Pattern or Practice by County.** Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of County that constitutes a material breach of violation of the County's obligations under the Agreement or Attachment, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services. Associate shall provide written notice to County of any pattern of activity or practice of County that Associate believes constitutes a material breach or violation of the County's obligations under the Agreement or Attachment within five (5) days of discovery and shall meet with County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- q. **Certification and Enforcement.** At any time during the term of the Agreement, and without advance notice, County and its authorized agents or contractors may examine Associate's facilities, systems, procedures and records as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, HITECH Act, other HIPAA Regulations, and this Attachment.

3. Termination.

- a. **Material Breach.** A breach by Associate of any material provision of this Attachment, as determined by County, constitutes grounds for termination of the Agreement pursuant to General Conditions Paragraph 5. (Termination and Cancellation), Subsection b. (Failure to Perform), of the Agreement.
- b. **Reasonable Steps to Cure Breach.** If County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Attachment, County may, in its sole discretion, terminate the Agreement pursuant to Section 3.a., above, or provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate must return or destroy, at the exclusive option of County, all Protected Information that Associate, its agents and subcontractors, still maintain in any form, and Associate may not retain any copies of such Protected Information. If return or destruction is not feasible, Associate may retain the Protected Information and must continue to extend the protections of Sections 2.a., 2.b., 2.c., and 2.d. of this Attachment to such information and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If Associate destroys the Protected Information, Associate must verify in writing to County that such Protected Information has been destroyed.

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4. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Attachment, HIPAA, HITECH Act, or the HIPAA Regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
5. **Changes to HIPAA and its regulations.**
- a. **Compliance with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that changes to this Attachment may be required to ensure compliance with such developments. The parties agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, HITECH Act, the HIPAA Regulations, and other applicable state and federal laws relating to the security and/or confidentiality of PHI.
 - b. **Negotiations.** In the event that a state or federal law, statute, or regulation materially affects the Agreement or this Attachment, the parties agree to negotiate immediately and in good faith any necessary or appropriate revisions to the Agreement or this Attachment. If the parties are unable to reach an agreement concerning such revisions within the earlier of thirty (30) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulations, or if the change is effective immediately, then County may, in its sole discretion, immediately terminate the Agreement upon written notice to Associate.
6. **Miscellaneous Provisions.**
- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, HITECH Act, the HIPAA Regulations, or other laws relating to security and privacy and arising out of the Agreement or this Attachment.
 - b. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
 - c. **Interpretation.** The provisions of this Attachment prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Attachment. This Attachment and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Attachment will be resolved in favor of a meaning that complies, and is consistent, with HIPAA and the Privacy Rule.
 - d. **Notice to Secretary.** Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Attachment and the breach or violation continues and termination of the Agreement is not feasible, County will report the problem to the Secretary of the U.S. Department of Health and Human Services, as required by HIPAA, HITECH Act, and the HIPAA regulations.
 - e. **Survival.** The obligations of Associate pursuant to Sections 2.1. and 3.c. of this Attachment survive the termination or expiration of the Agreement.

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 5, 2011



**Contra
Costa
County**

Subject: 2011 Federal and State Legislative Platforms and 2010 Year-End Reports

RECOMMENDATION(S):

1. ACCEPT the Year-End reports on the County's 2010 federal and state legislative programs.
2. ADOPT the Contra Costa County 2011 Federal and State Legislative Platforms.
3. DIRECT the County Administrator to return to the Board of Supervisors as necessary to update the County's legislative platforms to reflect intervening legislative actions and final Army Corps of Engineers' project capacity figures.
4. DIRECT the County Administrator to review legislation to identify bills that affect the County's adopted legislative platforms and to recommend appropriate positions on specific bills for consideration by the Board of Supervisors.
5. AUTHORIZE Board members, the County's federal and state legislative representatives and the County Administrator, or designee, to prepare and present information, position papers and testimony in support of the 2011 Federal and State Legislative Platforms.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: L. DeLaney, 925-335-1097

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:
January 18, 2011**

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

FISCAL IMPACT:

No direct impact to the County from the acceptance of the year-end reports and adoption of the platforms.

BACKGROUND:

Annually the County Administrator submits Year-End reports for the Board of Supervisors on the County's Federal and State Legislation Programs for the previous year. At the same time, the Board also considers its Legislative Platforms for the upcoming year. Year-End reports were prepared by the County's federal advocates, Alcalde & Fay--represented by Mr. Paul Schlesinger and Ms. Anne Cullather, as well as by the County's state advocates, Nielsen Merksamer--represented by Ms. Cathy Christian and Mr. James Gross. Staff of the CAO's office, Ms. Lara DeLaney, and staff of the Department of Conservation and Development, Mr. John Greitzer, provided input into the development of the Year-End Reports and the Legislative Platforms. Finally, the Transportation, Water, and Infrastructure Committee of the Board of Supervisors reviewed and approved the transportation sections of the Proposed 2011 Federal and State Platforms.

2010 FEDERAL LEGISLATIVE PROGRAM YEAR-END REPORT

After successful years with our federal agendas in 2008 and 2009, during which time over \$14 million in funding was secured related to the County's efforts working with our congressional delegation, in 2010 a Congressional impasse in moving funding bills resulted in there being no appropriations bills enacted. The political impasse also resulted in the death of infrastructure authorizing legislation relating to both highway funding and funding for programs and projects administered by the Army Corps of Engineers.

At the present time, the federal government is functioning pursuant to a Continuing Resolution that is, generally, continuing the funding of programs at Federal Fiscal Year 2010 levels through March 4, 2011. An earlier version of a budget bill passed by the House would have extended funding through the remainder of FFY 2011, but the Senate was unable to muster the votes to adopt that version. The Senate Appropriations Committee also attempted to put through an Omnibus spending bill, but the inclusion of over 6,000 earmarks apparently contributed to its derailment. Many observers believe that Congress will again be unable to move Appropriations bills either on their own or combined in Omnibus legislation and will again be forced, prior to March 4, to extend the Continuing Resolution-- perhaps through the September 30, 2011 conclusion of Fiscal Year 2011.

Unfortunately, the Congressional impasse derailed the significant progress that the County had made toward including earmarks for its programs in the House and/or Senate Appropriations bills:

- CALFED Bay Delta Reauthorization, Levee Stabilization Improvement Program – House \$2 million, Senate \$5 million
- Pinole Shoal, Delta Long-Term Management Strategy – House \$0, Senate \$2.5 million
- San Francisco to Stockton Channel Deepening – House \$0, Senate \$500,000
- San Pablo Bay-Mare Island Strait Dredging – House \$2.75 million, Senate \$2.75 million
- Suisan Bay Channel Maintenance Dredging – House \$2.98 million, Senate \$2.98 million
- Mt. Diablo Mercury Mine Cleanup – House \$0, Senate, \$500,000 for national Remediation of Abandoned Mine program, requested by Senator Feinstein
- Safe and Bright Futures – House \$475,000, Senate \$350,000

So, while it was unlikely that Congress would have earmarked the entire \$14.7 million that was included in our requests in either the Senate and/or House bills, it does seem as though we were heading for a successful year. The groundwork for these potential successes was largely established by trips to Washington earlier in the year by Supervisor Gioia and the Chief Assistant County Administrator.

During those trips, County officials met twice with Congressman Miller and/or his staff and twice with the offices of Congressman McNerney and Congressman Garamendi. Meetings were held, as well, with staff from the offices of Senators Feinstein and Boxer as well as with the lead Senate and House Appropriations staffers responsible for the funding of Army Corps and Department of Transportation projects.

Also in the Spring, our federal lobbyist, Paul Schlesinger of Alcalde & Fay, helped coordinate Supervisor Gioia's trip to Washington to testify before the Water Resources Subcommittee of the House Transportation and Infrastructure Committee on HR 5061, legislation introduced by Congresswoman Speier that would create a grant program providing assistance for water quality issues related to the San Francisco Bay. Alcalde & Fay continued to work to pursue this legislation throughout the year and feel certain that a solid foundation has been set in place to continue this work in the 112th Congress.

Over the course of the year, our lobbyist and staff also worked with our Congressional Delegation and pertinent Committee staffs of the Senate and House to further County initiatives relative to federal highway legislation and the

Water Resources Development Act (programs and projects of the Army Corps of Engineers.) Unfortunately, both of these bills were caught up in the larger federal impasse relating to funding issues and so neither was enacted. On other matters, our federal lobbyist and Flood Control District staff also worked on numerous occasions to address our concerns regarding the US Army Corps of Engineer's guidelines regarding vegetation on levees. Supervisor Gioia assisted these efforts as well. Additionally, our federal lobbyist provided support for Congressman Miller's Local Jobs for America legislation, as well as efforts in relation to FEMA's map modernization program.

With a new focus on Washington for the Delta Counties Coalition, Delta issues consumed a considerable amount of time and attention by our federal lobbyist. The consensus federal agenda for the year included advocacy for an Army Corps authorization for Delta projects, as well as Appropriations earmarks. Early in the year, though, Senator Feinstein offered to champion legislation that would designate the Delta as a National Heritage Area, and so the development of this legislation quickly became a significant undertaking. Despite the considerable work of Supervisor Piepho and County staff, none of these initiatives achieved fruition in 2010 but, hopefully, we can build on these efforts in the year ahead.

FEDERAL TRANSPORTATION ISSUES There was little transportation-related activity this year at the federal level. The County did not receive either of its appropriation requests for transportation projects in the federal budget for federal fiscal year 2010 (the Carquinez Scenic Drive Bay Trail Segment and the State Route 4/Old River Bridge Study).

Such requests for funding appropriations will be discontinued if the Congress ends its historic practice of earmarking specific projects into the annual federal budget. The earmarking process is increasingly coming under criticism as the balance of power in Congress changes due to the November 2010 elections.

The County also requested three transportation projects be included in the next multi-year federal transportation authorization bill, but Congress and the Administration deferred any work on the new multi-year bill until at least next year. The three projects are the Vasco Road Safety Improvement Project, the North Richmond Truck Route, and the East Contra Costa County Trail Network.

PROPOSED 2011 FEDERAL LEGISLATIVE PLATFORM

Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes priorities and policy positions with regard to potential federal legislation and regulation. The 2011 Federal Legislative Platform includes 11 requests for FFY 2012 appropriations; 3 requests for the reauthorization of the federal transportation act; and 4 requests for the reauthorization of the Water Resources Development Act.

The proposed 2011 Federal Legislative Platform is included as Attachment A.

Notable changes from the FY 2010 platform include the following:

- a. For the Appropriations Requests, the proposed project for the Commerce, Justice, Science (CJS) bill, the *Contra Costa County's VHF Public Safety Radio System* replaces the prior year request for funding for the *Methamphetamine Eradication and Suppression Program*. In addition, the *Wildcat Creek, Section 1135* project has been removed because the Army Corps of Engineers has restarted work on it. The *Carquinez Scenic Drive Bay Trail* project has also been removed, as it received federal TIGER II funding and is being transferred to the East Bay Regional Park District. Finally, the two projects sponsored by the Delta Counties Coalition have been removed: *Bay-Delta Area Studies, Surveys and Technical Analysis*, and *U.S. Fish and Wildlife Service, Cooperative Endangered Species Conservation Fund*. (p. 3)
- b. For the Water Resources Development Act (WRDA) requests, the *Delta Levee Upgrade* project has been replaced by a project for *Delta Infrastructure Improvements*. This project includes levees rehabilitation projects in the Delta as part of an overall system and requests authorization of \$2.5 billion. (p. 6)
- c. In Appropriations and Grants--Support, the following projects/programs have been added: *Energy Efficiency & Conservation Block Grant (EECBG) Program*, *San Francisco Bay Improvement Act*, and the *Sacramento-San Joaquin Delta National Heritage Area*. (p. 8-9)
- d. In Federal Policy Positions, the following have been added: *Habitat Conservation Planning* (p. 13-14) and *Telecommunications Issues* (p. 17-18).

2010 STATE LEGISLATIVE PROGRAM YEAR-END REPORT

Following is a description of the major State legislative work undertaken on behalf of the County in the 2010

REVIEW OF THE 2010 STATE BUDGET

As predicted when the Legislature convened in January 2010, there would be no easy solutions to balancing a budget that was ravaged by recession, hit by dwindling tax revenues, and coupled with greater demands for spending. Enacting the State's spending plan has become a contentious battle between the Republicans and Democrats making it almost impossible to forge compromises on tax increases, spending cuts, borrowing, IOUs and band-aid fixes. When Governor Schwarzenegger signed the revised 2009 Budget Act in July 2009, the anticipated budget deficit for FY 2010-11 was \$6.9 billion. However, when the Governor issued his proposed \$82.9 billion spending plan in January 2010, the deficit had grown to \$19.9 billion. The budget gap included a \$6.6 billion (then-)current budget year shortfall, \$12.3 billion projected shortfall for FY 2010-11 and a reserve of \$1 billion. Schwarzenegger then declared a fiscal emergency and called a special session to address the current year shortfall.

The Governor's budget called for no new taxes and spending reductions that included deep cuts to health and human service programs, including the elimination of CalWORKs and IHSS, a permanent pay cut for state employees, reductions in K-14 education spending, and reductions to corrections spending. Other provisions included a transfer of financial responsibility for specified children's programs from the state to counties. The Governor argued that counties could pay for the additional responsibilities with savings achieved from other program reductions.

Senate and Assembly Democrats rejected the Governor's January budget and the May Revision, proposed their own versions, and held informational budget hearings. Budget talks stalled as the Democrats proclaimed they were done cutting, Republicans would not raise another tax, and the Governor stated he would not sign any spending plan that did not include pension and budget reforms. When the Controller announced the State could cover its obligations through July, the Constitutional deadline to enact a spending plan came and went becoming the latest budget to be enacted in state history.

On the last day of the legislative session, both houses took up the Republican and Democratic versions of a budget solution. Those proposals were discussed and debated for about two hours with no real hint as to the urgency of the situation. No agreement between the parties was reached and the Legislature returned to the business of disposing of the hundreds of bills that remained to be dealt with by midnight of August 31. On October 1, the legislative leaders and the Governor announced they had reached a budget deal. It took another week, until the early morning hours of October 8, 2010 to finally craft a deal in the Legislature.

WATER AND DELTA LEGISLATION in 2010

In addition to the legislative proposals from the 2010 legislative session discussed below, County staff and its advocate, Cathy Christian of Nielsen Merksamer, continued to remain active on behalf of the County on water and Delta-related legislation. Ms. Christian participated in and helped plan the bi-weekly calls with the Delta County Coalition and worked with County staff and federal lobbyists on numerous issues related to protecting the County's stake and its leadership position in the Delta. Ms. Christian coordinated with other Delta County lobbyists on administrative issues so that the DCC is well-informed as the individual counties work with the Delta Stewardship Council, the Delta Protection Commission and the Delta Conservancy.

TRANSPORTATION in 2010

There was virtually no state legislative activity on transportation this year aside from budget-related issues. All of the significant non-budget transportation bills were left to die in committee, due to the legislative leadership's desire to focus its activity on the budget. Therefore the County did not have an opportunity to work towards most of the transportation goals in the 2010 State Platform.

Early in the session, it appeared Senator DeSaulnier might reintroduce his County-sponsored bill from 2008 that would provide more flexibility in the eligible uses for revenue from traffic impact fees on new development. He had introduced the bill for the County in 2008 and it passed committees but was killed near the end of the session by a homebuilders group from Orange County. However, Senator DeSaulnier decided not to reintroduce the bill this year after the Senate President placed limits on the number of bills that senators could introduce.

California State Association of Counties (CSAC), however, has voted to make the item part of its legislative platform for 2011. The proposal is to allow traffic mitigation fee revenue to be used for any type of transportation improvements that are needed to mitigate the impacts of a development, including pedestrian, bikeway, and public transit improvements. Current law limits the use of the revenue just to improvements to "major thoroughfares" and bridges.

As previously mentioned, the only transportation-related legislative activity in Sacramento in 2010 had to do with

certain aspects of transportation funding, as part of the budget resolution. The budget agreement for FY 2010-11 included a complicated “swap” in which the state sales tax on gasoline was eliminated and replaced with an increased statewide gas tax to make up the difference. Essentially, the Fuel Tax Swap, adopted in February and March 2010, replaced the Proposition 42 funds with an increase in the gas tax (17.3 cents per gallon, equal to \$2.5 billion), starting July 2010, and an adjustment in the diesel sales and excise taxes that would fund transit, beginning July 2011. The purpose of the swap was to give the State more ability to divert or borrow transportation funds and use them for other purposes, such as reducing the State budget deficit. (Gas tax revenue did not have the Constitutional protection from diversion that the State sales tax did). The swap was to be revenue neutral—at least in the short term.

However, two statewide propositions approved by voters in November 2010 call the viability of the swap into question. One is Proposition 22, which protected all local revenues from diversion by the State. This seems to defeat the purpose of the swap, since the gas tax funds are no longer “divertable”, based on the protection provided by Prop. 22. (Prop. 22 also prohibited the State from using any of the excise tax or Prop. 42 funds from aiding the State general fund. This causes a portion of the Fuel Tax Swap revenues that had been earmarked for Prop. 1B and other bond debt service to no longer be available for this purpose, creating an \$800 million “hole” in the State general fund.) The other proposition approved in November 2010 is Proposition 26, which requires that all fee increases be subject to the same two-thirds majority vote requirement as taxes. Since the gas tax-for-sales tax swap was not approved by a two-thirds majority vote, the courts may need to decide whether it can stand in light of Prop. 26. Proposition 26 also requires any new tax adopted in 2010, such as the Fuel Tax Swap, to be re-enacted in 2011, or expire; this threatens the new 17.3 cents per gallon (\$2.5 billion).

For the County and other local jurisdictions, this has placed uncertainty over how and when the State will resume its traditional monthly distribution of transportation funds to cities and counties. These funds are known as “HUTA” (Highway Users Tax Account) funds. The County’s transportation advocates, Smith Watts Co., are part of a working group/coalition that has convened to deal with the issue in Sacramento.

Finally, the last Governor proposed in December to offset the General Fund threat by instead using Truck Weight Fees to fund Proposition 1B and other bond debt service. The coalition has taken the posture that on the Weight Fee issue, this is supportable as it simply is in line with the agreement in the Fuel Tax Swap to prop up Proposition 1B with some transportation resources. But, the coalition wants rapid action on a re-enactment of the Fuel Tax Swap components adopted in 2010, as we do not want to lose the \$2.5 billion.

REVIEW OF LEGISLATIVE ACTIVITY BY THE COUNTY The County Board of Supervisors took positions on 16 bills in 2010. Of the 11 bills the County supported that went to the Governor, 7 were signed into law. In addition, the County participated in the Delta Counties Coalition, monitoring 91 bills that impacted the Sacramento-San Joaquin Delta and water policy, and monitored approximately 67 measures to ensure they were not amended to negatively impact the County. (See Attachment B for additional information.)

PROPOSED 2011 STATE LEGISLATIVE PLATFORM

Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals; legislative and regulatory priorities for the year; and policy issues that provide direction and guidance for identification of bills which would affect the services, programs or finances of Contra Costa County. The proposed 2011 State Legislative Platform is included as Attachment C.

Notable changes from the 2010 State Legislative Platform include the following:

1. The County-Sponsored Bills have been amended to move last year's bill proposal concerning all-mail ballots for special elections to the Policy Positions section (where a "Support" position is recommended) and add a bill related to Public Safety Retirement, Tier C, to extend that legislation by removing the sunset date of December 31, 2011. The prior year legislative proposal regarding the Subdivision Map Act Amendment for Pedestrian, Bicycle, Transit and Traffic Calming Facilities is recommended to be retained, with the expectation that assistance from Senator DeSaulnier and CSAC will help move the bill forward in the 2011 legislative session.
2. The Legislative/Regulatory Advocacy Priorities have been amended to remove *Transportation Funding*, although it remains an issue that will be monitored and engaged in, as needed. The *Redevelopment Agency Revenue* issue has been amended to reflect the concern regarding the Governor's proposed elimination of redevelopment agencies.
3. The Policy Positions have been amendment as follows:
 - a. As previous mentioned, a position has been added to Elections Issues to support legislation that would add

provisions to the state Elections Code that would allow special elections to fill a vacancy in a congressional or legislative district to be conducted by all mailed ballots at the county's discretion. (p. 7)

b. A position has been added to Emergency Preparedness/Response to support legislation requiring the creation of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities. (p. 7)

c. A position in Health Care Issues has been amended to address to implementation of the 2010 Medi-Cal waiver. (p. 12)

d. A position has been added to Human Services Issues to support efforts to restore funding in the amount of \$80 Million for the Child Welfare Services Program that was line-item vetoed by Governor Schwarzenegger in the State's FY 2009-10 and FY 2010-11 budgets.

e. Illegal Dumping of Waste is retitled "Waste Management," and a policy position is added to support legislation that establishes producer responsibility for management of their products at the end of their useful life. An additional policy is added to support efforts to increase the development of markets for recycled materials. Finally, the section is moved to conform with its new alphabetic ordering in the document. (p. 23)

f. Levee Issues, Delta Issues has been revised to reflect the top five priorities for the year: 1. Short-term Actions to be implemented immediately; 2. Conveyance: Through-Delta and Isolated Conveyance; 3. The Delta Ecosystem; 4. Governance; 5. Levee Restoration. (p. 19)

g. Transportation Issues has been amended to replace a policy supporting increased transportation funding and protection of current funding sources with a position that supports increased flexibility in the use of transportation funds, such as the proposed amendment the Subdivision Map Act to allow the use of off-site transportation impact fees to fund pedestrian, bicycle transit and traffic calming facilities necessitated by new development. (p. 21)

CONSEQUENCE OF NEGATIVE ACTION:

Without adopted legislative platforms, the legislative priorities and policies of the Board of Supervisors would not be established and communicated, and staff, legislative advocates and our congressional and legislative delegations would not be able to support the policies and priorities of the Board of Supervisors

CHILDREN'S IMPACT STATEMENT:

None.

2011 FEDERAL LEGISLATIVE PLATFORM CONTRA COSTA COUNTY



Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes project priorities and policy positions with regard to potential federal legislation and regulation. The 2011 Federal Legislative Platform includes 11 requests for FFY 2012 appropriations; 3 requests for the reauthorization of the federal transportation act; and 4 requests for the reauthorization of the Water Resources Development Act.

FFY 2012 FEDERAL APPROPRIATION REQUESTS

The following list is a preliminary ranking in priority order. Adjustments to the priority order may be appropriate once the President releases his budget. The current priority ranking gives preference to those projects that we know will not be included in the President's budget, with lower priority to Army Corps of Engineers projects which may be in the budget. Also, Army Corps project requests will be adjusted to be consistent with Corps capability.

1. Delta LTMS-Pinole Shoal Management, CA – **\$2,500,000** appropriation for the Army Corps of Engineers to continue a Long Term Management Strategy (LTMS) for levee rehabilitation, dredging and sediment reuse in the Delta, similar to the effort completed in the Bay area. Levee work, reuse of dredged sediments, dredging and other activities have been difficult to accomplish due to permitting problems and a divergence of priorities related to water quality. Significant levee rehabilitation is critical to the long term stability of these levees and to water quality and supply for the 23 million Californians who depend upon this water. Stakeholders from the Department of Water Resources, Ports, Army Corps, levee reclamation districts, local governments and other interested parties are participating in the LTMS. A Sediment or Dredged Material Management Office will be established, and in the longer term, preparation of a Sediment Management Plan will consider beneficial reuse of dredged materials as one potential source of sediment for levees. (Note: \$500,000 appropriated for FFY 2005; \$225,000 for FFY 2006; \$500,000 for FFY 2007; \$462,000 for FFY 2008; \$235,000 for FFY 2009; \$100,000 for FFY 2010.)

2. Safe and Bright Futures for Children Exposed to Domestic Violence – **\$400,000** appropriation to implement the federally funded plan to diminish the damaging effects of domestic violence on children and adolescents and to stop the cycle of intentional injury and abuse. A three year assessment and planning process resulted in a program plan that will align and create a system responsive to the needs of children exposed to domestic violence through identification, intervention, and treatment; raising awareness; training professionals; utilizing and disseminating data; establishing consultation teams to support providers in intervening and using best practices; and developing targeted services. The local domestic violence hotline received over 3,100 calls involving children last year (60% of all calls). Exposure to trauma like domestic violence reshapes the human brain, influences personality, shapes personal skills and behaviors, impacts academic performance, and substantially contributes to the high

cost of law enforcement, civil/criminal justice and social services. (Note: \$428,000 appropriated for FFY 2009; \$550,000 for FFY 2010.)

3. Mt. Diablo Mercury Mine Clean-up – **\$483,000** appropriation for the Army Corps of Engineers to complete phase 3 and 4 of the Technical Planning Process for the Mt. Diablo Mercury Mine Demonstration Project. The project will clean up the mine in a cost effective, environmentally-sound manner with minimal liability exposure for the County and involving all stakeholders through an open community-based process. The Corps initiated a Technical Planning Process in June 2008 to develop a preliminary remediation plan, identify applicable permit and environmental data requirements and complete a data collection and documentation program for the clean-up of the Mt. Diablo Mercury Mine. Phase 1 and 2 of the planning process has been completed and this appropriation will allow the Corps to continue the planning process and complete phase 3 and 4. The planning process will include looking at watershed issues downstream of the mercury mine. The Corps will be focusing on the mine site and the local Contra Costa County Flood Control District will be focusing on the broader watershed issues. The mine site is located on private property on the northeast slope of Mt. Diablo at the upper end of the Marsh Creek watershed. (Note: \$517,000 appropriated in FFY 2008.)

4. Lower Walnut Creek, California – **\$600,000** appropriation for the Army Corps of Engineers continue their general reevaluation of the lower five miles of the Walnut Creek Channel to restore flood capacity, provide environmental enhancement and ecosystem restoration. The project is designed to help improve flood protection in a densely populated area, while leaving the creek in a natural state, thus providing habitat for migratory birds, fish and other wildlife; increasing neighborhood livability; and allowing for linkages with recreational and park land. (Note: \$188,000 appropriated for FFY 2006; no FFY 2007 appropriation; \$562,000 for FFY 2008; \$287,000 for FFY 2009; \$0 for FFY 2010.)

5. Grayson and Murderer's Creeks (Walnut Creek Basin), California – **\$600,000** appropriation for the Army Corps of Engineers to analyze Grayson and Murderer's Creeks to determine the feasibility of providing improved flood protection for a community that regularly experiences flood damages. The project is designed to help improve flood protection in a densely populated area, while leaving the creeks in a natural state, thus providing habitat for migratory birds, fish and other wildlife; increasing neighborhood livability; and allowing for linkages with recreational and park land. (Note: \$100,000 appropriated for FFY 2006; no FFY 2007 appropriation; \$98,000 for FFY 2008.; \$478,000 for FFY 2009; \$90,000 for FFY 2010.)

6. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP) – **\$20,000,000** appropriation for the Army Corps of Engineers for levee rehabilitation planning and project implementation. The CALFED Reauthorization Act, passed in January 2004, authorized \$90 million, which may be appropriated for levee rehabilitation work. The Corps has prepared a "180-Day Report" which identifies projects and determines how these funds would be spent. Since that time, the breakdown of CALFED, coupled with the Army Corps' attempts to define an appropriate

and streamlined process, has delayed funding and resultant levee work. (Note: \$500,000 appropriated for FFY 2006; \$400,000 for FFY 2007; \$4.92 million for FFY 2008; \$4.844 million for FFY 2010.)

7. Suisun Bay Channel/New York Slough Maintenance Dredging – \$5,275,000 appropriation for the Army Corps of Engineers for maintenance dredging of this channel to the authorized depth of minus 35 feet. Continued maintenance is essential for safe transport of crude oil and other bulk materials through the San Francisco Bay, along the Carquinez Straits and into the Sacramento/San Joaquin Delta. Dredging for this channel section is particularly costly due to requirements on placement of dredged materials in upland environments. An oil tanker ran aground in early 2001 due to severe shoaling in a section of this channel, which creates a greater potential for oil spills (Note: \$4.559 million appropriated for FFY 2005; \$4.619 million for FFY 2006; \$2.82 million for FFY 2007; \$2.856 million for FFY 2008; \$2.768 million for FFY 2009; \$3.819 million for FFY 2010.)

8. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging – \$5,400,000 appropriation for the Army Corps of Engineers (\$2.65 million for Mare Island) for maintenance dredging of the channel to the authorized depth of minus 35 feet. The Pinole Shoal channel is a major arterial for vessel transport through the San Francisco Bay region, serving oil refineries and bulk cargo which is transported as far east as Sacramento and Stockton. (Note: \$1 million appropriated for FFY 2005; \$2.988 million for FFY 2006; \$896,000 for FFY 2007; \$1.696 million for FFY 2008; \$1.058 million for FFY 2009; \$2.518 million for FFY 2010.)

9. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening – \$1,800,000 appropriation for the Army Corps of Engineers to continue the Deepening Project. Deepening and minor realignment of this channel will allow for operational efficiencies for many different industries, an increase in waterborne goods movement, reduced congestion on roadways, and air quality benefits. Phase one work focused on establishing economic benefit to the nation and initial salinity modeling in the channel sections. The second and final phase includes detailed channel design, environmental documentation, cost analysis, additional modeling, and dredged material disposal options. (Note: \$500,000 appropriated for FFY 2005; \$200,000 for FFY 2006; \$200,000 for FFY 2007; \$403,000 for FFY 2008; \$1.34 million for FFY 2009; \$0 for FFY 2010.)

10. Contra Costa County's VHF Public Safety Radio System – \$1,063,200 appropriation for Contra Costa County operation of a VHF Public Safety Radio System serving several governmental agencies (including emergency medical services) within the county. This system will soon become a backup (VHF overlay) to the East Bay Regional Communication System (EBRCS) once that system is completed and actuated. To comply with upcoming Federal Communications Commission (FCC) narrow band requirements, the VHF system must be upgraded to ensure seamless compatibility with certain aspects of the EBRCS, should that system fail. To prevent the VHF system from being compromised, several significant security enhancements are necessary at various site locations. This includes camera monitoring and alert systems.

11. State Route 4 / Old River Bridge Study – **\$1,000,000** appropriation to work with San Joaquin County and the State of California on a study of improving or replacing the Old River Bridge along State Route 4 on the Contra Costa / San Joaquin County line. The study would determine a preferred alternative for expanding or replacing the existing bridge, which is part of State Route 4. The existing bridge is narrow, barely allowing two vehicles to pass each other, and is aligned on a difficult angle relative to the highway on either side, requiring motorists to make sharp turns onto and off of the bridge. The project would improve safety and traffic flow over the bridge. (Note: no appropriations for this project as yet.)

2011 REAUTHORIZATION OF FEDERAL TRANSPORTATION ACT

The current federal transportation policy and spending act, a five-year act known as the Safe, Accountable, Flexible and Efficient Transportation Equity Act – A Legacy for Users, or SAFETEA-LU, expired in 2009. Its reauthorization will likely be crafted during the year. The following are priority projects for inclusion in the next multi-year transportation bill.

1. Vasco Road Safety Improvement Project -- **\$30 million** (reduced from \$40 million in 2009 platform, due to receipt of \$10 million in ARRA funds) for improvements to a 2.5-mile accident-prone section of Vasco Road. Project components include widening the roadway to accommodate a concrete median barrier and shoulders on either side of the barrier, construction of the barrier, and extension of an existing passing lane. The project will eliminate cross-median accidents which have caused numerous fatalities in recent years, and will provide increased opportunities for vehicles to safely pass (unsafe passing is a major cause of accidents and fatalities on this segment of the increasingly busy two-lane undivided road). The project will include provisions for wildlife undercrossings to preserve migration patterns. The funds will complement \$10 million programmed for the project in the American Recovery and Reinvestment Act. (10th/11th Districts, Garamendi/ McNerney)

2. North Richmond Truck Route -- **\$25 million** (increased from \$15.5 million in the 2009 platform due to engineering issues pertaining to levees and railroad right of way) to construct a new road that will provide truck access between businesses and the Richmond Parkway, moving the truck traffic away from a residential neighborhood and elementary school. This project will increase safety, improve public health around the school and residential area by reducing diesel particulate emissions from those areas, increase livability of the neighborhood, improve local access to the Wildcat Creek Regional Trail, stimulate economic development in the industrial area of the community and provide a better route for trucks traveling to and from the Richmond Parkway. The alignment was developed through a community planning process funded through an Environmental Justice planning grant from Caltrans. (7th District, Miller)

3. Eastern Contra Costa Trail Network -- **\$5 million** for a joint planning, environmental review, right-of-way acquisition and constructions of a coordinated network of trails for walking, bicycling and equestrian uses in eastern Contra Costa

County. Eligible trails include, but are not limited to, (1) the Mokelumne Trail overcrossing of the State Route 4 Bypass; (2) Contra Costa segments of the Great California Delta Trail; (3) a supportive network of East Contra Costa trails in unincorporated County areas and the cities of Antioch, Brentwood, Oakley and Pittsburg (All districts)

Following are priority programs for inclusion in the next multi-year transportation bill:

- **Rural Road Funding Program** – The County supports the creation of a new funding program that will provide funds for converting or upgrading rural roads into more modern roads that can handle increasing commuter traffic in growing areas, such as East County. These roads do not often compete well in current grant programs because they do not carry as many vehicles as roads in more congested urban or suburban areas. As a result, improvements such as widening, realignment, drainage improvements and intersection modifications often go unfunded, leaving such roads with operational and safety problems as well as insufficient capacity. *(All districts)*
- **Transportation Funding for Disabled, Low-income, and Elderly Persons** – The County supports continuation and increased funding levels for the three federal funding programs dedicated to transit services for these population groups -- the New Freedom Program for senior transit services, the Job Access and Reverse Commute Program which funds transit services to job locations for low-income persons, and the Section 5310 transit funding program for the elderly and individuals with disabilities. SAFETEA-LU provided a total of \$1.7 billion nationwide for these programs. By comparison, \$200 billion was provided for highway projects; even transportation research got more funding (\$2.3 billion) than transit for elderly, disabled and low-income persons. All of the demographic trends point to a growing need for such services in the future. For example, the 65-and-older population in the Bay Area is projected to more than double by the year 2030.

Transit services for elderly, disabled, and low-income persons are provided by the County, by some cities, by all of the bus transit operators, and by many community organizations and non-profits that provide social services. Increased funding is needed to provide and maintain more service vehicles, operate them longer throughout the day, upgrade the vehicle fleet and dispatching systems, improve coordination between public providers and community groups that also provide such services to their clients, and expand outreach programs to inform potential riders of the available services, among other needs. *(All districts)*

REAUTHORIZATION OF WATER RESOURCES DEVELOPMENT ACT (WRDA)

The Water Resources Development Act of 2007 became law in November, more than seven years after the last authorization bill. The House and Senate Committees may propose a WRDA bill in 2011. The following are projects the County would submit for inclusion.

1. Mt. Diablo Mercury Mine Clean-up - Authorize the Army Corps of Engineers, through their Remediation of Abandoned Mine Site program (RAMS), to perform and complete the Technical Planning Process and site characterization of the Mt. Diablo Mercury Mine in Contra Costa County as a demonstration project with no local match, and authorize the Army Corps of Engineers to construct the clean-up project at the Mt. Diablo Mercury Mine. This mine remediation project is the first to combine the Corps' RAMS program and partnering agreements with local government to resolve liability issues associated with a clean-up project on private property and address mercury pollution on a watershed basis. Since this is a demonstration project, the Corps would fund the full Technical Planning Process Remedial Investigation, design and project construction.

A 1995 study of Marsh Creek indicated the Mt. Diablo Mercury Mine tailings are responsible for 88% of the mercury in Marsh Creek. In addition, mercury levels in fish in Marsh Creek Reservoir downstream of the mine exceed the health standard concentration of 0.5 ppm.

2. Sacramento San Joaquin Delta Infrastructure Improvements –Contra Costa County, together with the four other Delta counties of Sacramento, San Joaquin, Solano and Yolo, is requesting authorization for the Army Corps of Engineers to repair infrastructure in the Delta. This includes levees rehabilitation projects in the Delta as part of an overall system, rather than on a county-by-county or island-by-island basis. As the Administration has recognized, this ecosystem is among the most important in the nation, providing a source of drinking water for more than 25 million people, supporting a \$28 billion agricultural industry, and fostering a thriving commercial and recreational fishing industry that contributes millions to the California and national economies. The project is a request for an authorization of \$2.5 billion for the Army Corps of Engineers to upgrade the levee system, including stockpiling rock to rebuild collapsed levees for emergency response purposes at selected areas of the Delta. Because of the importance of the Delta to the nation's agriculture and economy, the request includes a modification of the Federal/local cost share to 90% federal and 10% local.

3. Rodeo Creek, Section 1135 Project – The Contra Costa Flood Control and Water Conservation District is seeking an 1135 project authorization for the Army Corps of Engineers to prepare a study of the feasibility of restoring and enhancing wildlife resources in Rodeo Creek between San Pablo Bay and Highway 80. The channel was designed and constructed to provide adequate flood protection for the community of Rodeo and to control erosion of the creek. The channel currently does this, but requires extensive, environmentally insensitive maintenance to keep the channel functioning properly. In addition, the current channel design includes barriers to migration of anadromous fish. The Contra Costa Flood Control and Water Conservation District would like to partner again with the Corps of Engineers under the Corps' 1135 program to transform this outdated design into a sustainable, environmentally sensitive facility that better serves the community and the environment.

4. Rheem Creek, Section 1135 Project – The Contra Costa Flood Control and Water Conservation District is seeking an 1135 project authorization for Rheem Creek between the mouth at San Pablo Bay and Giant Road. The Army Corps of Engineers' existing flood protection project on Rheem Creek protects a number of commercial, industrial, residential and open space areas in the Richmond / San Pablo area of Contra Costa County. Surrounding the mouth of the creek is a large undeveloped parcel (Brunner Marsh) which has been acquired by the East Bay Regional Park District for a future public park. Development of the adjacent lands as a regional park provides a unique opportunity for an enhanced creek environment in an area that will be very visible to the public.

APPROPRIATIONS AND GRANTS – SUPPORT POSITIONS

*The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised positions are **highlighted and in italics**.*

Buchanan Field Airport – The County approved a Master Plan for the Buchanan Field Airport in October 2008, which includes a Federal Aviation Regulation Part 150 Noise Study and a Business Plan for project implementation. The comprehensive planning effort has ideally positioned Buchanan Field Airport for future aviation (general aviation, corporate aviation and commercial airline service) and aviation-related opportunities. To facilitate the economic development potential, the Business Plan prioritizes necessary infrastructure improvements for Buchanan Field Airport. Further, as the Airport is surrounded by urban residential uses, enhancing the noise program infrastructure is deemed essential for balancing the aviation needs with those of the surrounding communities. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, and infrastructure improvements. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.

Byron Airport – The Byron Airport is poised for future general and corporate aviation and aviation-related development, but that future growth is dependent upon infrastructure improvements both on and around the Airport. The Byron Airport Business Plan prioritizes infrastructure and possible additional land acquisition to assist the Byron Airport in fulfilling its aviation and economic development potential. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, infrastructure improvements and aviation land acquisition. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.

East Bay Regional Communication System (EBRCS) – \$3 million appropriation to build the East Bay Regional Communication System (EBRCS), a P25 Radio System infrastructure for Contra Costa and Alameda County. This system will provide interoperable voice communication in both the 800 MHz and 700 MHz frequencies to all public safety and public services agencies within Contra Costa County and Alameda County.

EBRCS will allow for interoperable voice communication within the region that can be integrated with other P25 radio systems outside the geographical area of the EBRCS, for example, with San Francisco. This project will provide Level 5 communications which is the highest level of interoperable communications. This project will allow for everyday interoperable communications, not just various levels of interoperability during big events or disasters in which radio caches are deployed or gateway devices used.

Energy Efficiency & Conservation Block Grant (EECBG) Program – Advocate/support appropriation of funding up to the authorized amount of \$2 billion for the EECBG Program established and authorized under the Energy Independence and Security Act (EISA) of 2007. The County's ability to continue offering programs/services improving energy efficiency and conservation while also creating jobs is contingent upon additional federal funding being appropriated to the EECBG Program in 2012 and beyond. Contra Costa and other local governments have identified and designed many successful programs and financial incentives targeting both the private and public sector which are now being implemented using EECBG funding authorized through the ARRA of 2009. Appropriation of funding for the EECBG program 2012 is necessary to ensure the nation's local governments can continue their leadership in creating clean energy jobs, reducing energy consumption and curbing greenhouse gas emissions.

Kirker Pass Road Truck Climbing Lane – \$10 million appropriation (reduced from \$31 million due to availability of other funding and focusing initially on the northbound direction) for constructing northbound and southbound truck climbing lanes on Kirker Pass Road, a heavily used arterial linking residential areas in eastern Contra Costa with job centers and the freeway system in central Contra Costa. The truck climbing lanes are needed to improve traffic flow and will also have safety benefits. The \$31 million would augment \$3 million in State Infrastructure Proposition 1B funds which the County has allocated for the project.

Regional Habitat Planning and Conservation – \$100 million appropriation to the U.S. Fish and Wildlife Service's "Cooperative Endangered Species Conservation Fund" to keep pace with land costs and the increasing number of Habitat Conservation Plans (HCPs) throughout the country. In partnership with approximately a dozen counties in northern and southern California, the County will support a request that funding for the Fund increase from the \$85 million 2010 level to \$100 million in FY2012. This will provide much needed support to regional HCPs in California and nationally, including the East Contra Costa County HCP. Given the prolific growth in the number of regional HCPs, the Fund needs to be increased even more substantially in subsequent years. The East Contra Costa County HCP has received \$28 million from the Cooperative Endangered Species Conservation Fund in the past five years and continuing this grant support is of vital importance to the successful implementation of that Plan. The County will also request that the California State Association of Counties (CSAC) include this Fund increase as a priority on CSAC's federal platform.

San Francisco Bay, Long Term Management Strategy (LTMS), Environmental Windows, Science Projects – \$3.45 million appropriation for the Army Corps of Engineers’ “Environmental Windows Science Projects” as part of the Bay Area Long Term Management Strategy (LTMS). Environmental Windows are limited timeframes when dredging and, to some extent, disposal can occur within San Francisco Bay and environs. However, the existing windows are based on old and, in some cases, little or no scientific basis. This project would identify where additional science is necessary, prioritize science projects, obtain funding and oversee these scientific studies. The broad-based coalition includes the Bay LTMS Agencies (EPA, BCDC, Corps, Regional Water Board), resource agencies (USFWS, NOAA Fisheries, State Fish and Game) and a number of other agencies, organizations and individuals.

San Francisco Bay Improvement Act– \$1 billion restoration bill authored by Congresswoman Jackie Speier in 2010 but not passed. The bill, if passed, will help finance restoration of more than 100,000 acres of the Bay's tidal wetlands. Funds from the bill would implement a restoration plan that was adopted in 1993. In addition to benefits for fish and wildlife, wetlands restoration will create new jobs and provide regional economic infusions, as well as protect against the effects of sea level rise on the Bay's shores.

Sacramento-San Joaquin Delta National Heritage Area– \$10 million bill authored by Senator Dianne Feinstein in 2010 but not passed. The bill, if passed, will authorize and fund a National Heritage Area (NHA) for the Sacramento-San Joaquin Delta. The NHA designation would be a first step in providing federal resources to agencies in the Delta for economic development and environmental protection.

Vasco Road-Byron Highway Connector – \$30 million appropriation (increased from \$10 million in 2009 platform due to costs of state and federal environmental review, and anticipated cost increases) for design, engineering and construction of an east-west connector road between two major arterials that link Contra Costa County with Alameda and San Joaquin Counties. The Vasco Road-Byron Highway Connector will improve traffic circulation and linkages in the southeastern portion of the County and will provide a new route for truck traffic that will remove a significant portion of truck trips which currently pass through the rural community of Byron. Vasco Road is designated as State Route 84, and Byron Highway is under study as the potential alignment for future State Route 239.

2011 FEDERAL LEGISLATIVE PLATFORM POLICY POSITIONS

The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised policy positions are **highlighted and in italics**.

Affordable Housing and Homeless Programs –For Housing and Urban Development (HUD)’s Homeless Assistance Grants, the County will support funding that does not include set-asides or other requirements that limit local communities’ ability to respond to the particular needs in their areas. For the Housing Assistance for People with AIDS

(HOPWA) program, the County will support legislation to update the formula used to allocate HOPWA grants to reflect local housing costs as well as the number of AIDS cases.

The County supports full funding for HUD homeless assistance programs. As Congress considers McKinney-Vento reauthorization legislation, the County will advocate for greater local flexibility, including an expanded definition of homelessness that will allow agencies to better respond to locally-determined needs.

Congress should include a formula-driven affordable housing production program in the final version of Government Sponsored Enterprise reform legislation. The County also supports the National Affordable Housing Trust Fund Act.

Resources made available through any new affordable housing production program should be accessible to local housing and community development agencies, including public housing authorities. As the present home mortgage crisis demonstrates, homeownership is not for everyone. While we value and support the role that homeownership plays in meeting affordable housing needs, any new production program should prioritize efforts to address our nation's acute shortage of affordable rental housing.

Agricultural Pest and Disease Control – Agriculture and native environments in Contra Costa County continue to be threatened by a variety of invasive/exotic pests, diseases and non-native weeds. The Federal government provides funding for research, regulation, pest exclusion activities, survey and detection, pest management, weed control, public education and outreach. The County will support funding in all these areas for protection of our agricultural industry and open space. Consistent with the policy position, the County will also support legislation which would authorize and direct the USDA to provide state and local funding for High Risk Prevention programs (also called Pest Detection Funding).

Beneficial Use of Dredged Materials – As the beneficial reuse of dredged materials has a clear public benefit, particularly in the Delta, the County will continue to support beneficial reuse in general and also continue to advocate for funding for a federal study to determine the feasibility of beneficial reuse, considering the benefits and impacts to water quality and water supply in the Delta, navigation, flood control damage, ecosystem restoration, and recreation. The study would include the feasibility of using Sherman Island as a rehandling site for the dredged material, for levee maintenance and/or ecosystem restoration. Language to authorize the study was included in the Water Resources and Development Act (WRDA) which was passed into law on November 8, 2007.

Child Care – The vulnerable children and families we serve face some of the most difficult circumstances of their lifetimes, as unemployment and loss of health insurance increase rapidly, more families are face foreclosure, and food assistance use hits record highs. Our agencies confront sharply rising caseloads and service demands as state

and local budget deficits grow. With respect to issues of child care, the County will advocate for the following federal actions:

Increase funding to support employment of low-income families through greater access to child care subsidies, and increase the access of children from eligible families to high-quality care that supports positive child development outcomes. [*Legislative*]

Provide flexibility at the state and local levels so that quality care can be balanced with access and parental choice.

Require coordination at the federal level among the various early child care and education funding streams.

Child Support –The County will advocate for the following federal actions:

- Eliminate the \$25 fee for non-IV-A families.
- Restore the incentive match payments that were prohibited in the Deficit Reduction Act.
- Allow the automatic use of cash medical support to reimburse Medicaid expenditures.
- Allow IV-D agencies to access Health Insurance records for the purposes of Medical Support.

Child Welfare and Well-being –The County will advocate for the following federal actions:

- Provide states with financial incentives, as opposed to monetary penalties, under the Child and Family Services Reviews and minimize the significant administrative burden associated with the review process.
- End Title IV-E disallowances from federal audits that take away funds from an already resource-strapped child welfare system. Allow states to reinvest these funds in preventing child abuse and neglect.
- Increase prevention dollars to help maintain children safely in their own homes. Federal funding currently gives disproportional support to out-of-home care rather than to preventing children from coming into care.
- Any increase in Federal Medical Assistance Percentage should include an associated increase in the Title IV-E matching rate to help support children in foster care.

Community Development Block Grant and HOME Programs – The County's ability to continue to provide funding to a variety of nonprofit agencies that provide critical services to lower income residents, including financing the development of affordable housing, is threatened by the Administration's proposal to cut the CDBG and program as part of the FY 2012 federal budget. The County will oppose proposed cuts in these vital community development programs.

In addition, the County will oppose any proposed changes in the CDBG allocation formula. CDBG formula funding has declined by 17 percent since FY 2004 while the HOME program's funding has declined by 12 percent during the same period. Both programs need to have funding restored.

At present, the HOME program is the only federal source of affordable housing production funding. The County supports increased funding for HOME, particularly formula grants.

Cost Shifts to Local and State Government – Contra Costa County performs many of its services and programs pursuant to federal direction and funding. Other services and programs are performed at the behest of the state, which receives funding through the federal government. In the past, the Administration's budget has contained significant cuts to entitlement programs and/or caps on entitlements. Such actions could shift cost of services from the federal government to the state and/or local governments (and to the extent that costs would shift to the state, it is highly likely that these would be passed on to the County). The County will oppose any actions that would result in cost shifts on federal entitlement programs or which would result on greater dependency on county funded programs. In addition, the County will support federal and state financial assistance to aid county and local government efforts to meet unfunded federal mandates, such as those contained in the National Response Plan (NRP), the National Infrastructure Protection Plan (NIPP), and the National Incident Management System.

Criminal Debt Collection – Nonpayment of court-ordered victim restitution, fines and fees is a problem of epidemic proportions for all jurisdictions. Literally billions of dollars go uncollected each year across the country, resulting not only in financial suffering of victims, but also the loss of public revenue. Many states already allow for the offset of State Tax Refunds, and these programs are successful in achieving revenue recovery. Federal Tax Refunds are already being successfully offset to pay for delinquent child support. The County will support amendments to the Internal Revenue Code of 1986 to allow an offset against income tax refunds to pay for court-ordered debts that are past-due.

Designation of Indian Tribal Lands and Indian Gaming – The Board of Supervisors has endorsed the California State Association of Counties' (CSAC) policy documents regarding development on tribal land and prerequisites to Indian gaming. These policy statements address local government concerns for such issues as the federal government's ability to take lands into trust and thus remove them from local land use jurisdiction, absent the consent of the state and the affected county; the need for tribes

to be responsible for all off-reservation impacts of their actions; and assurance that local government will be able to continue to meet its governmental responsibilities for the health, safety, environment, infrastructure and general welfare of all members of its communities. The County will continue to advocate for federal legislation and regulation that supports the CSAC policy documents.

The County will also advocate for limitations on reservation shopping; tightening the definition of Class II gaming machines; assuring protection of the environment and public health and safety; and full mitigation of the off-reservation impacts of the trust land and its operations, including the increased cost of services and lost revenues to the County.

The County will also advocate for greater transparency, accountability and appeal opportunities for local government in the decision-making processes that permit the establishment of Indian gaming facilities. This includes sequencing the processes so that the Indian Lands Determination comes first, prior to initiation of a trust land request and associated environmental review.

The County will also *consider* support for federal action and/or legislation that allows Class III gaming at the existing gaming facility only if it can be shown that any change would result in a facility that would be unique in nature and the facility can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

Economic Development Programs – Congress should fund all the complementary programs within HUD’s community and economic development toolkit, ensuring that HUD does not lose sight of the development component of its mission. To that end, the County will support continued funding for the Section 108 loan guarantee program, the Brownfields Economic Development Initiative and the Rural Housing and Economic Development program. Each of these programs plays a unique role in building stronger, more economically viable communities, while enabling communities to leverage external financing in a way the CDBG program alone cannot do.

Federal “Statewideness” Requirements – For many federally funded programs, there is a “statewideness” requirement; i.e., all counties must operate the specific program under the same rules and regulations. This can hamper the County’s ability to meet local needs, to be cost effective and to leverage the funding of one program to reduce costs in another program. Contra Costa County cannot negotiate for federal waivers or do things differently because it is not a state, yet its population is greater than seven states. Recognizing this is a very long-term effort, the County will advocate for relaxation of the “statewideness” rule to allow individual counties or a consortium of counties to receive direct waivers from the federal government and/or adopt the rules and regulations currently in use in another state for specific programs.

Habitat Conservation Planning – *The County will advocate for elevating the profile of Habitat Conservation Plans (HCPs) such as the East Contra Costa County HCP within*

Congress and Administration so that these critical federal/state/local partnerships can receive necessary attention and support. HCPs are flagship programs for the federal government and supporting effective implementation of approved HCPs should be a top priority for the U.S. Department of the Interior and U.S. Fish and Wildlife Service and HCPs should be a key tool in any federal climate change or economic stimulus legislation.

Health – The County will advocate for the following actions by the federal government: provide enhanced Medicaid FMAP ("FMAP" is the "Federal Medical Assistance Percentage") for Medicaid. It is the federal matching rate for state Medicaid expenditures. Increasing the federal matching rate for states would free up state general fund money for other purposes and would help counties as well.); suspend the Medicare "clawback" rule; suspend the "60-day rule" that requires states to repay the federal government overpayments identified by the state prior to collection, and even in instances where the state can never collect; ease the ability to cover those eligible for Medicaid by making documentation requirements less stringent; and prevent the implementation of the following seven federal regulations:

- Outpatient hospital
- Case Management
- School Based Administration & Transportation
- Public Provider Cost Limit
- Graduate Medical Education
- Rehabilitation Services Option
- Provider Tax

Public Housing Programs –Years of disinvestment threaten the viability of public housing and the well-being of millions of our neediest citizens. Preservation of the existing inventory of public housing units is critical not just to families currently residing in public housing, but also to the millions of families waiting for assistance. The Public Housing program is now in critical condition. The County will support full funding for public housing operations; sufficient funding to help preserve the existing inventory of public housing; funding for unforeseen emergencies or disasters at the former annual levels; and reauthorizing legislation for the HOPE VI program and funding HOPE VI at least at its original level of \$600 million.

The County will support funding of at least \$72 million for Family Self Sufficiency (FSS) coordinators. FSS is a mandatory program for any housing agency that received new vouchers many years ago, but only about 22 percent of agencies receive funding to operate the program, due to recent changes in the program's competitive funding process. Every agency that needs assistance to operate this mandatory program should receive it.

The County will support the enactment of federal legislation to preserve existing public housing stock by addressing the huge unfunded capital needs of public housing through the use of federal income tax credits, tax credit supported bonds and other means.

The County will support putting to use public housing assets valued in excess of \$100 billion by fully enabling public housing authorities to finance the rehabilitation and preservation of public housing by encumbering public housing properties as contemplated by the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

The County will support the enactment of a Public Housing Conversion Pilot in which up to 100 asset management projects are converted to project-based Section 8 assistance with oversight transferred to HUD's Office of Housing.

The County will support the development of legislation to reauthorize the HOPE VI program that is workable and accessible to public housing authorities of varying sizes.

The County will support enactment of permanent authorization for the Moving to Work Demonstration Program.

The County will support reform of the contractual relationship between public housing authorities and the federal government, so that federal administrative and regulatory demands fairly reflect resources provided, and federal subsidies for public housing are predictable, adequate and stable.

The County will support a reasonable transition to asset management of public housing with an optional exemption for agencies operating fewer than 500 public housing units.

The County will support the Administrative Reform Initiative (ARI) process begun at HUD in 2007 for regulatory and administrative reform and seek meaningful, practicable reform of federal oversight activities pertaining to LHAs and the federal programs they administer.

The County will support the development of alternatives to existing methods of evaluating the performance of LHAs and their programs and properties.

The Section 8 HCV program has a demonstrated track record of success. Nonetheless, the HCV program can be further improved to provide public housing authorities with additional tools to help maximize the number of families served in their communities. Legislative and regulatory reform should include enhancements to current voucher subsidy and administrative fee funding distribution formulas; benchmarking important program goals and appropriations; rent simplification; increased self-sufficiency; improved housing affordability burdens and deconcentration of poverty for voucher assisted households; and improving the use of tenant-based vouchers for project-based assistance.

The County will support funding of \$14.9 billion, at a minimum, for the renewal of housing assistance vouchers. Congress should build upon the funding formula revision found in the FY 2007 appropriations bill in order to restore effective funding policies in authorizing language.

The County will also support funding of at least \$1.5 billion for administrative fees and reestablishing the administrative fee structure in place from 1998–2004. The County will support vouchers being renewed at full levels and public housing authorities being provided 100% of administrative funding.

Retiree and Retiree Health Care Costs – The County operates many programs on behalf of the federal government. While federal funding is available for on-going program operations, including employee salaries, the allocation is usually capped, regardless of actual costs. For retiree and retiree health care, the County's ability to contain costs is extremely limited. The County will advocate for full federal financial participation in funding the County's retiree and retiree health obligations.

San Luis Drain – The U. S. Bureau of Reclamation is under a court injunction to evaluate and implement options for providing drainage services for the west side of the San Joaquin Valley. Drainage water from this area contains toxic concentrations of selenium and other hazardous substances. The San Luis Drain is one of the options that was studied. The Drain would pass through Contra Costa County to discharge in the Delta. The U.S. Bureau of Reclamation has determined to address the problem without building the Drain, but Congress would need to appropriate the funds before this alternative could be implemented and the injunction requiring provision of drainage service still looms. The County will continue to oppose the San Luis Drain option and support, instead, drainage solutions in the valley, such as reducing the volume of problem water drainage; managing/reusing drainage waters within the affected irrigation districts; retiring lands with severe drainage impairment (purchased from willing sellers); and reclaiming/removing solid salts through treatment, bird safe/bird free solar ponds and farm-based methods.

Supplemental Nutrition Assistance Program (SNAP) – The County will advocate for the following federal actions:

- Increase SNAP benefits as a major and immediately available element of economic stimulus.
- Increase administrative matching funds to a true 75/25 rate (with no cost allocation reductions) so that states can deliver benefits in a timely and effective manner.
- Suspend the restrictions applying to ABAWDs. ("ABAWDs" stands for "Able-Bodied Adults without Dependents" and pertains to adults receiving food stamps who are considered employable.) They are subject to strict time limits on how long they can receive food stamps. It is difficult administratively to track this, and when unemployment is high, it can result in more adults going hungry.
- Remove the current federal barriers that prevent some nutrition programs from employing EBT technology.

Streamlining Permitting for Critical Infrastructure, Economic Stimulus, and Alternative Energy Projects – “Green” Job Creation – Request that Congress and the Administration recognize the value of Habitat Conservation Plans (HCPs) as a reliable way of streamlining critical infrastructure, economic stimulus, and alternative energy project permitting in a manner that is consistent with federal environmental regulations. HCPs not only facilitate such projects through permit streamlining, but the planning, implementation, management, and monitoring needs associated with regional HCPs plans also create many quality “green” jobs.

Telecommunications Act of 1996 Revisions – The Telecommunications Act of 1996 governs local government’s role in telecommunications, primarily broadband cable that uses the County’s right-of-way as well as consumer protections. As Congress works to update the Act, the County will continue to advocate for strengthening consumer protections and local government oversight of critical communications technologies; local access to affordable and reliable high speed broadband infrastructures to support the local economy; the right of local municipalities and communities to offer high-speed broadband access; coordination and integration of private communication resources for governmental emergency communication systems; preservation of local government’s franchise fees; preservation of the local community benefits, including but not limited to public, education and governmental (PEG) access channels; authority for provision of municipal telecommunication services; preservation of local police powers essential for health, safety and welfare of the citizenry; preservation of local government ownership and control of the local public rights-of-way; and support for ensuring that communication policy promotes affordable services for all Americans.

Currently, the Community Broadband Act of 2007, S.1853, encourages the deployment of high speed networks by preserving the authority of local governments to offer community broadband infrastructure and services. The County will oppose all bills that do not address the County’s concerns unless appropriately amended. In addition, the Federal Communications Commission (FCC) has proposed rule-making (FCC Second Report and Order Docket 05-311 “Franchising Rules for Incumbents”) that, in the opinion of local government, goes beyond the scope of their authority in this area. The County will oppose all such rule making efforts.

Telecommunications Issues – *Support the Community Access Preservation (CAP) Act introduced in 2009 by Wisconsin Congresswoman Tammy Baldwin. The CAP Act addresses the challenges faced by public, educational and government (PEG) TV channels and community access television stations. The CAP Act addresses four immediate issues facing PEG channels. The CAP Act would: Allow PEG fees to be used for any PEG-related purpose; require PEG channels to be carried in the same manner as local broadcast channels; require the FCC to study the effect state video franchise laws have had on PEG; require operators in states that adopted statewide franchising to provide support equal to the greater of the support required under the state law or the support historically provided for PEG; and make cable television-related laws and regulations applicable to all landline video providers.*

In addition, the County should support the widespread deployment and adoption of broadband, especially as it serves to connect the educational community and libraries.

Temporary Assistance for Needy Families – The County will advocate for the following federal actions:

- Relieve states of work participation rate and work verification plan penalties for fiscal years 2007, 2008, 2009 and 2010 in recognition of the serious downturn in the national economy and the succession of more “process-based” regulations issued in the last few years.
- Permanently withdraw the August 8, 2008, proposal that would have repealed the regulation that enables states to claim caseload reduction credit for excess MOE expenditures.
- Rescind the May 22, 2008, HHS guidance that effectively eliminated the ability of states to offer pre-assistance programs to new TANF applicants for up to four months.
- Rescind the final Deficit Reduction Act regulation restricting allowable state maintenance-of-effort expenditures under TANF purposes 3 and 4.
- End federal efforts to impose a national TANF error rate.

Volume Pricing – The National Association of Counties supports greater access for local governments to General Services Administration (GSA) contract schedules. These schedules provide volume pricing for state and local governments and make public sector procurement more cost effective. However, current law does not provide full access to state and local governments for GSA schedules. The County will support legislation that gives local governments access to these schedules and provides the option of purchasing law enforcement, security, and other related items at favorable GSA reduced pricing.

Workforce Investment Act (WIA) Reauthorization – Congress may again consider reauthorization of the Workforce Investment Act in 2011. The County will support reauthorization of the Workforce Investment Act at current funding levels or higher; keeping the program at the federal level rather than block granting it; maximizing local control, so that we can meet local needs; and establishing reasonable performance measures. In addition, any reauthorization or new workforce legislation should: retain private sector led state and local Workforce Investment Boards (local boards) as governing bodies; expand, enhance and simplify the WIA Youth Program; redesign the Dislocated Worker program to reflect the new economy; and redesign how the funding of One-Stop facilities is structured.

REVIEW OF 2010 LEGISLATION

The County Board of Supervisors took positions on 16 bills. Of the 11 bills the County supported that went to the Governor, 7 were signed into law. In addition the County participated in the Delta Counties Coalition, monitoring 91 bills that impacted the Sacramento-San Joaquin Delta and water policy, and monitoring approximately 67 measures to ensure they were not amended to negatively impact the County.

Bills Signed by the Governor

AB 12 (Beall) Fostering Connections to Success Act (SUPPORT)

Relates to the licensing of foster family homes and community care facilities in which non-minor dependents of the Juvenile Court are placed, independent living settings and placement for non minor dependents, the procedures for such dependent to remain under the court's jurisdiction, the approval of relative or nonrelative homes for placement of such dependents, related long-term foster care, SSI, the Cal Works program, revising the KinGAP Program, AFDC-FC eligibility, and the Adoption Assistance Program.

AB 1701 (Chesbro) Hypodermic Needles and Syringes (SUPPORT)

Deletes the end dates for existing law that authorizes a city or county to authorize a licensed pharmacist to sell or furnish 10 or fewer hypodermic needles or syringes to a person for human use without a prescription if the pharmacy is registered with a local health department.

AR 1788 (Yamada) Water Development Projects State Financial Assistance (SUPPORT)

Relates to flood control projects. Relates to the Central Valley Flood Protection Board. Authorizes the state to pay a up to a specified percentage of nonfederal costs for flood control projects upon the recommendation of the Department of Water Resources or the board if it is determined that the project will increase the level of flood protection for disadvantaged communities.

AB 1844 (Fletcher) Sex Offenders-Punishment-Parole (SUPPORT)

Provides increased punishments for the crimes of rape, sodomy, oral copulation, and sexual penetration accomplished against a victim's will upon a child of a specified age and any lewd and lascivious act upon a child causing great bodily injury or upon a dependent person. Provides a human trafficking penalty. Requires permission for registered sex offenders to enter parks where children congregate. Relates to a lifetime parole and offender risk assessment tool. Allows a victims fund donation tax credit.

SB 346 (Kehoe) Hazardous Materials-Motor Vehicle Brake Materials (SUPPORT)

Prohibits the sale of any motor vehicle brake friction materials containing specified constituents in amounts that exceed certain concentrations. Prohibits such materials from exceeding a percentage of copper. Allows manufacturers, distributors, wholesalers, and retailers to deplete

their inventory of noncompliant materials. Provides a civil fine. Exempts certain vehicle classes. Requires vehicles sold after a specified date to meet this requirement. Relates to the use of alternative materials.

SB 769 (Alquist) Federal Funding-Appropriations-Influenza (SUPPORT)

Provides federal funding received pursuant to the federal 2009 Supplemental Appropriations Act for pandemic influenza for state and local public health and emergency response infrastructure would be subject to appropriation by the Legislature for allocation by the State Department of Public Health. Modifies the methodology for allocation of those funds.

SB 1392 (Steinberg) Mental Health Community Mental Health Services (SUPPORT)

Amends the Bronzan-McCorquodale Act that governs the operation and financing of community mental health services. Relates to monthly installments and a maximum percentage for advances. Requires Department of Mental Health to allocate and distribute annually the full appropriated amount to the mental health plan for the managed mental health program. Requires the department to distribute in a single lump sum the total approved funding to the counties for the provision of the programs and other activities.

Bills Vetoed by the Governor

AB 1834 (Solorio) Rainwater Capture Act of 2010 (SUPPORT)

Enacts the Rainwater Capture Act of 2010. Authorizes a landowner to install, maintain, and operate a rainwater capture system meeting specified requirements. Authorizes a public agency to lead a statewide stakeholder process to consider and address issues arising out of expansion of rainwater and storm water capture. Authorizes the Water Resources Board to adopt related policies or guidelines. Authorizes a landscape contractor to enter into a contract for such system under certain conditions.

AB 2531 (Fuentes) Redevelopment Economic Development (SUPPORT)

Amends the Community Redevelopment Law, Authorizes the Community Redevelopment Agency of the City of Los Angeles to accept public or private assistance. Expands an agency's programmatic authority to authorize it to provide direct assistance including loans, financial guarantees, or other financial assistance to businesses within project areas in connection with new or existing facilities for retaining or expanding employment, increasing building energy efficiency, or redevelopment.

SB 1091 (Hancock) Medi-Cal Individuals in County Juvenile Detention (SUPPORT)

Makes persons awaiting adjudication in county juvenile detention facilities eligible for Medi-Cal benefits if the person is receiving Medi-Cal benefits at the time of admittance or subsequently determined to be eligible for Medi-Cal benefits by the county welfare department and the county agrees to pay the state's share through an intergovernmental transfer of funds. Provides for a minimal continuation of benefits. Requires seeking of federal approvals or waivers and federal financial participation.

SB 1157 (DeSaulnier) Education, Health Schools Act of 2010 (SUPPORT)

Requires all school sites to adopt an integrated pest management program as established, administered, and enforced by the Department of Pesticide Regulation. Requires that all pesticide registration assessments be augmented to reimburse the department, local agencies, and school districts for the cost of adopting integrated pest management programs at school sites.

Rills that Failed to Pass the Legislature

AB 1409 (Perez, J.) Public Contracts: County Highways: Work Authorizations (OPPOSE)

Relates to public contract requirements. Revises the provision authorizing the work on certain county highway contracts to be done by purchasing the material and having the work done by day labor, only after advertising and requesting bids, and the board of supervisors passing a resolution making a specified finding, or purchasing the material and having the work done by specified employees.

AR 1886 (Yamada) Water Use: Sacramento-San Joaquin Delta Watershed (Support)

Requires the Department of Water Resources, in preparing and updating the California Water Plan, to include a report on the progress toward meeting the goals for conservation, development, and use of the water resources of the state by reducing reliance on the Sacramento-San Joaquin Delta in meeting the state's future water supply needs.

AB 2092 (Huffman) Delta Plan: Financing (Support)

Requires the Delta Stewardship Council to develop a long-term finance plan to pay for the costs of implementing the Delta Plan utilizing the "beneficiary pays" principle. Prohibits the council from adopting new fees for these purposes unless authorized by statute. Requires the council to seek to obtain early funding contributions from entities that may benefit from implementation of the plan and to track those contributions to provide credit against future funding requirements. On behalf of the County, we worked with a diverse coalition of environmental groups and water interests to advance this legislation, which was defeated by one vote on the final night of the legislative session, in part by water interests to the North and East of Sacramento who do not want to be included in any long-term Delta Plan.

SB 1084 (Liu) State Economic Security Task Force (Support)

Establishes the State Economic Security Task Force. Requires the task force to submit to the Governor and Legislature, and make available to the public, both an interim and final report containing specified information and recommendations regarding the various social service programs that provide cash assistance and other benefits to qualified low-income families and individuals.

SB 1227 (Runner, G.) School Facilities: Construction (Support)

Authorizes the Department of General Services to grant a request of a school district or community college district for review of a school construction by a qualified plan review firm under contract with the department as it deems appropriate. Prohibits the occupancy of a school building that has been constructed, reconstructed, altered, or added to, until the department has

issued a certification.

SCA 18 (Liu) Local Government: Property-Related Fees. (Support)

Proposes an amendment to the Constitution to exclude fees and charges for storm water and urban runoff management from voter approval requirements for the imposition or increase of a property-related fee or charge by a local government.

2011 STATE LEGISLATIVE PLATFORM CONTRA COSTA COUNTY



Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals; policy issues that provide direction and guidance for identification of bills which would affect the services, programs or finances of Contra Costa County; and issues regarding the State budget and state-local relationship.

COUNTY-SPONSORED BILLS

1. Subdivision Map Act Amendment for Pedestrian, Bicycle, Transit and Traffic Calming Facilities – For some time the County has wanted to update its transportation fees for new development to fund off-site pedestrian, bicycle, transit and traffic calming facilities. However, the State statute authorizing local agencies to adopt ordinances to require the payment of fees for transportation facilities, section 66484 of the Subdivision Map Act, is limited to bridges and major thoroughfares.

Rationale: The public's concern over greenhouse gas emissions and the impact of auto-oriented development on public health has spurred the County's efforts to secure additional funding for transportation facilities that can encourage more walking, bicycling and transit use. In addition, the County's successful efforts to reduce sprawl through infill development has increased the need for traffic calming devices to help minimize the traffic impacts from new development on existing roads. Revising the Subdivision Map Act to allow fees for these transportation facilities would support the County's public policy goals, consistent with its General Plan circulation element. Senator DeSaulnier introduced a bill to accomplish this in 2008. The County will request the bill be reintroduced in the 2011 session, as it would provide more flexibility for an existing transportation funding source.

2. Tier C (Safety Retirement) Legislation Amendment: In 2006, the Contra Costa County Deputy Sheriffs' Association (DSA) and the County successfully worked together with then-Senator Torlakson on SB 524, legislation that allows the provision of different safety retirement benefits to members of the Association and permits a process whereby employees can negotiate different safety retirement benefits. SB 524 (Chapter 633, Statutes of 2006) was signed by the Governor on September 29, 2006, enacting Government Code section 31484.9 on January 1, 2007 with a sunset date of December 31, 2011. Legislation is required to remove the sunset date in order to keep the provisions of Government Code section 31484.9 in effect.

Rationale: This provision of the County Employees Retirement Law of 1937 allows the County to agree, pursuant to a memorandum of understanding (MOU) with the Contra Costa County DSA that the provisions of section 31484.9 shall apply to safety employees represented by the Association and further requires that the terms of any agreement reached with the Association pursuant to section 31484.9 also be made

applicable to unrepresented Sheriff's personnel who are safety employees.

In the MOU between the County and the rank and file and management units of the Association approved by the Board of Supervisors on December 5, 2006, the parties agreed that Government Code section 31484.9 would be applicable to safety employees represented by the Association. In the MOU, the DSA and the County also agreed that retirement benefits would be modified for peace officers hired after December 31, 2006. These new officers would receive the 3% at 50 retirement benefit as do previously hired safety employees. However, the Cost of Living Adjustment (COLA) to their retirement benefit is a two percent COLA rather than the three percent COLA. In addition, the final average compensation used to calculate the new hires' retirement allowances is based on a thirty-six month period instead of the twelve month period applicable to previously hired employees. By Resolution No. 2006/743, section 66.11, the Board of Supervisors made these same modifications applicable to unrepresented Sheriff's personnel. These changes resulted in a new safety retirement tier, Tier C, for those Sheriff's employees hired after December 31, 2006.

This legislation helped the County to negotiate an MOU that lowered the County's long-term structural costs for retirement benefits. This is good for the financial stability of the County and good for taxpayers. In addition, this legislation gave the employees flexibility to negotiate a less expensive retirement benefit that resulted in a larger amount of take-home pay for new deputies. It is in the interest of both the County and the Association to preserve flexibility to negotiate different safety retirement benefit formulas particular to the Association.

LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES

Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 2011, it is anticipated that critical issues requiring legislative advocacy will include the following:

1. State Budget – According to the most recent estimates, the State is running a deficit of approximately \$8.2 billion for FY 2010-11. In addition, the State Budget faces a projected deficit of up to \$25.4 billion by FY 2011-12. The long-standing practice of state government has been to look to counties as a means of balancing its budget. While opportunities to do so are more limited with the passage of Proposition 1A, the magnitude of the deficit makes it certain the State will be creative in their efforts to include counties as part of its budget balancing solution, likely through additional program re-alignment and revenue reductions.

Of particular concern to counties is the inadequate reimbursement for our increasing cost of operating several human services programs: the Human Services Funding Deficit, formerly referred to as the "Cost of Doing Business." The annual shortfall between actual county expenses and State reimbursement has grown to over \$1 billion since 2001, creating a de facto cost shift to counties. The funding gap forces counties

to reduce services to vulnerable populations and/or divert scarce county resources from other critical local services. It also increases the risk of State and Federal penalties.

2. Health Care – Counties have a high stake in California's health reform efforts. Counties serve as employers, payers, and providers of care to vulnerable populations. Consequently, counties stand ready to actively participate in discussions of how to best reform the health care system in California and implement the national health care reform legislation passed in 2010.

3. Water and Levees /The Sacramento-San Joaquin Delta – The Legislature's passing of the Delta Reform Act (2009), a package of bills which establish among other things, co-equal goals for reliable water supply and ecosystem restoration for the Delta, as well as the proposed Bay Delta Conservation Plan (BDCP)--an effort to construct a massive peripheral canal/tunnel-- will require significant, large-scale change to the Delta as we know it today. The scope and content of these changes and continuing political battles between north and south over water will continue to dominate legislative and administrative agendas in the coming year. Significant future impacts upon the County in the areas of water quality and supply, levees, ecosystem, governance and flood control are anticipated. Additionally, a water bond is proposed for the November 2012 ballot. Consideration should be given to the potential for the County to sponsor Delta-related legislation through our legislative delegation. The County's Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

4. Redevelopment Agency Revenue– Past State budgets have shifted billions of dollars in property tax revenues from redevelopment agencies to the Supplemental Educational Revenue Augmentation Funds (SERAF). The previous revenue takes from redevelopment agencies were intended to support schools and programs that service residents of the redevelopment areas or that live in redevelopment-financed housing. However, in the FY 2011 State Budget, the SERAF funds were directed to court funding. The Governor's FY 2011-12 Budget proposes legislation to phase out existing redevelopment agencies. Existing agencies would be required to cease creation of new obligations, and "successor agencies" would be required to retire RDA debts. This approach could be considered contrary to the Administration's stated desire to return decision-making authority and funding to the local levels. Furthermore, the elimination of redevelopment would eliminate a primary job engine for the State, eliminate the best future implementation-vehicle for SB 375, eliminate the primary tool for blight elimination and crime reduction in deteriorated neighborhoods, and eliminate the primary local source of affordable housing financing in the State.

The County should monitor discussions of any change in the status of redevelopment revenues, and work with the California State Association of Counties (CSAC), the League of California Cities, and the California Redevelopment Association to educate the Governor and Legislature on the value of redevelopment as an economic development and smart growth tool as they conceive and adopt budgets in the future.

STATE PLATFORM POLICY POSITIONS

A brief background statement accompanies policy positions that are not self-evident. Explanatory notes are included either as the preface to an issue area or following a specific policy position. Please note that new and revised policy positions are highlighted and in italics. The rationale for the policy position is italicized.

Agricultural Issues

1. SUPPORT efforts to ensure sufficient State funding for pest and disease control and eradication efforts to protect both agriculture and the native environment, including glassy-winged sharpshooter, light brown apple moth, and Japanese dodder activities; high risk pest exclusion activities; pesticide regulatory and law enforcement activities; and noxious weed pest management. *Agriculture is an important industry in Contra Costa County. Protection of this industry from pests and diseases is important for its continued viability.*
2. SUPPORT continued appropriations for regulation and research on sudden oak death, a fungal disease affecting many species of trees and shrubs in native oak woodlands. *The County's natural environment is being threatened by this disease.*
3. SUPPORT funding for agricultural land conservation programs and agricultural enterprise programs to protect and enhance the viability of local agriculture. *The growth in East County and elsewhere has put significant pressure on agricultural lands, yet agriculture is important not only for its production of fresh fruits, vegetables and livestock, but also as a source of open space.*

Animal Services Issues

4. SUPPORT efforts to protect local revenue sources designated for use by the Animal Services Department; i.e., animal licensing, fines and fees. *Fines, fees, and licensing are major sources of revenue for the Animal Services Department. The demand for animal services is increasing each year as does the demand on the General Fund. It is important to protect these revenue sources to continue to provide quality animal service and to meet local needs.*
5. SUPPORT efforts to protect or increase local control and flexibility over the scope and level of animal services. *Local control over the scope of animal services is necessary to efficiently address public safety and other community concerns. Local control affords jurisdictions the ability to tailor animal service programs to fit their communities. Animal related issues in dense urban areas vary from those in small, affluent communities.*
6. SUPPORT efforts to protect against unfunded mandates in animal services or mandates that are not accompanied by specific revenue sources which completely offset the costs of the new mandates, both when adopted and in

future years. *Unfunded mandates drain our limited fiscal resources and, at the same time, chip away at local control over the scope and level of services.*

7. SUPPORT efforts to ensure full funding of State animal services mandates, including defense of the Department of Finance's lawsuit against the State Commission on Mandates regarding the State obligations for reimbursement of local costs for animal services incurred in compliance with SB 1785. *The County invested large sums of money to comply with SB 1785, with the assurance that our cost would be offset by reimbursements from the State. Failure by the State to honor the reimbursements negatively impacts the County General Fund and Animal Services' budget.*
8. SUPPORT efforts to protect and/or increase County flexibility to provide animal services consistent with local needs and priorities. *The demand for quality animal service programming continues to increase each year. The County is experiencing population growth and changing demographics. It is incumbent upon the Animal Services Department to be flexible enough to adjust to the changing needs and priorities.*
9. SUPPORT efforts to preserve the integrity of existing County policy relating to Animal Services (e.g., the Animal Control Ordinance and land use requirements). *Contra Costa is looked upon as one of the model Animal Services Departments in the state. Its policies, procedures, and ordinances are the yardstick against which other Animal Control organizations are measured. The local control exercised by the Board of Supervisors is key to that hallmark.*

Child Support Services Issues

10. SUPPORT the establishment of a statewide electronic registry for the creation and release/satisfaction of liens placed on property of a non-custodial parent as necessary to collect delinquent child support payments. *California law currently provides that recording an abstract or notice of support judgment with a County Recorder creates a lien on real property. This requires recording the judgment in each of the 58 counties in order not to miss a property transaction. An electronic registry would simplify not only the creation of liens but also the release/satisfaction of liens because there would be a single statewide point of contact, and the entire process would be handled electronically through automated means.*
11. SUPPORT amendment of current law that states that documents completed and recorded by a local child support agency may be recorded without acknowledgement (notarization) to clarify that the exception is for documents completed or recorded by a local child support agency. *This amendment clarifies that documents that are prepared by the local child support agency and then sent for recording either by the local child support agency or by the obligor (non-*

custodial parent) or by a title insurance company are covered by the exemption, a technical point not acknowledged by all county recorder offices.

12. SUPPORT efforts to simplify the court process for modifying child support orders by the court by requiring court appearances only when one of the parties objects to the modification. *Currently, establishment of parentage and support by the court is permitted without court appearance if both parties are in agreement. A similar process for modification would reduce court time, the workload of all involved agencies and parties, and streamline the process.*
13. SUPPORT efforts to ensure that the reduction caused by the federal Deficit Reduction Act of 2005 to the California Department of Child Support Services is not passed down as a reduction to the local program. *The Act places a restriction on the ability of states to use incentive funds as the state match to draw additional federal funds. In previous years, California used its \$30 million in federal funds in child support programs.*
14. SUPPORT efforts that would require the Department of Child Support Services to provide any notice form, information, or document that is required or authorized to be given, distributed, or provided to an individual, a customer, or a member of the public to be given, distributed, or provided in a digitized form, and by any means the Department determines is feasible, including, but not limited to, e-mail or by means of a web site.

Climate Change Issues

15. SUPPORT the CSAC Climate Change Policy Statements and Principles which address a broad range of issues affected by climate change, including water, air quality, agriculture, forestry, land use, solid waste, energy and health. *The document is largely based on existing CSAC policy and adapted to climate change. Additionally, the document contains a set of general principles which establish local government as a vital partner in the climate change issue and maintain that counties should be an active participant in the discussions in the development of greenhouse gas reduction strategies underway at the state and regional level.*
16. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony among the greenhouse gas reduction target created by the Air Resources Board for each regional/local agency, the housing needs numbers provided by the state Department of Housing and Community Development pursuant to housing element law, the Sustainable Communities Strategy, and the Regional Transportation Plan processes.

Elections Issues

17. SUPPORT legislation to adjust precinct sizing from 1,000 voters per precinct to 1,250 voters per precinct. *With the option of being able to have up to 1,250 voters per precinct, the best polling locations in a neighborhood can be selected, and that same site is more likely to be used for several elections, thus avoiding the need to change poll sites for voters.*
18. SUPPORT full state reimbursement for state mandates imposed upon local registrars by the Secretary of State, including special state elections.
19. *SUPPORT legislation that would add provisions to the state Elections Code that would allow special elections to fill a vacancy in a congressional or legislative district to be conducted by all mailed ballots at the county's discretion.*

Emergency Preparedness, Emergency Response

20. SUPPORT legislation that would give local agencies more authority to train volunteers and help clean-up oil spills without taking on additional legal liability.
21. SUPPORT legislation that would require the state's Oil Spill Prevention and Response Agency to improve communication and clean-up technology, increase safety standards for ships and establish special protections for ecologically sensitive areas.
22. SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.
23. SUPPORT measures that enable counties and other local agencies to better exercise their responsibilities to plan for and respond to emergencies and disasters without taking on additional legal liability and oppose those that do not recognize or support the county and local agency role in the State's Standardized Emergency Management System.
24. *SUPPORT legislation or other measures requiring the creation of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities.*

Eminent Domain Issues

25. SUPPORT legislation that maintains the distinction in the California Constitution between Section 19, Article I, which establishes the law for eminent domain, and Section 7, Article XI, which establishes the law for legislative and administrative action to protect the public health, safety, and welfare.

26. SUPPORT legislation that would provide a comprehensive and exclusive basis in the California Constitution to compensate property owners when property is taken or damaged by state or local governments, without affecting legislative and administrative actions taken to protect the public health, safety, and welfare.

Flood Control and Clean Water Issues

27. SUPPORT authorization for regional approaches to comply with aquatic pesticide permit issues under the purview of the State Water Resources Control Board. *Contra Costa County entered into an agreement with a neighboring county and several cities to share the costs of monitoring. While it makes sense for local government to pool resources to save money, State Board regulations make regional monitoring infeasible.*
28. SUPPORT efforts to provide local agencies with more flexibility and options to fund clean water programs. *Stormwater requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater should be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*
29. SUPPORT efforts to provide immunity to local public agencies for any liability for their clean-up of contaminations on private lands. *This will be more critical as the Regional Water Quality Control Boards institute Total Maximum Daily Loads, which establish a maximum allowable amount of a pollutant (like mercury) in the stormwater from a watershed.*

General Revenues/Finance Issues

As a political subdivision of the State, many of Contra Costa County's services and programs are the result of state statute and regulation. The State also provides a substantial portion of the County's revenues. However, the State has often used its authority to shift costs to counties and to generally put counties in the difficult position of trying to meet local service needs with inadequate resources. While Proposition 1A provided some protections for counties, vigilance is necessary to protect the fiscal integrity of the County.

30. SUPPORT the State's effort to balance its budget through actions that do not adversely affect County revenues, services or ability to carry out its governmental responsibilities.
31. OPPOSE any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the County. *(Note that a redistribution of sales and property tax may be beneficial to Contra Costa County in the event that sales tax growth continues to lag behind property tax growth.)* This policy includes opposition to the shift of redevelopment property tax increment revenues to the Educational Revenue Augmentation Fund (ERAF).

32. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).
33. OPPOSE any efforts to increase the County's share-of-cost, maintenance-of-effort requirements or other financing responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.
34. SUPPORT efforts to ensure that Contra Costa County receives its fair share of State allocations, including mental health funding under Proposition 63 and pass-through of federal funds for anti-terrorism and homeland security measures. *The State utilizes a variety of methods to allocate funds among counties, at times detrimental to Contra Costa County.*
35. SUPPORT efforts to receive reimbursement for local tax revenues lost pursuant to sales and property tax exemptions approved by the Legislature and the State Board of Equalization.
36. SUPPORT continued efforts to reform the state/local relationship in a way that makes both fiscal and programmatic sense for local government.
37. OPPOSE reductions in county-run State programs that shift responsibility or costs to the County.
38. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.
39. SUPPORT reduction in the 2/3 vote requirement for special taxes that fund high priority local services.
40. SUPPORT efforts to authorize counties to impose forfeitures for violations of ordinances, as currently authorized for cities. *This would provide the County with the opportunity to require deposits to assure compliance with specific ordinance requirements as well as retain the deposit if the ordinance requirements are not met. Currently, the County is limited to imposing fines which are limited to only \$100 - \$200 for the first violation, which has proven to be an ineffective deterrent in some cases.*
41. SUPPORT efforts to redefine the circumstances under which commercial and industrial property is reassessed to reduce the growing imbalance between the share of overall property tax paid by residential property owners versus commercial/industrial owners.
42. SUPPORT efforts to reduce County costs for Workers' Compensation, including the ability to control excessive medical utilization and litigation. *Workers' Compensation costs are significant, diverting funds that could be utilized for County services. Workers' Compensation should provide a safety net for injured*

- employees, for a reasonable period of time, and not provide an incentive for employees to claim more time than medically necessary.*
43. SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.
 44. SUPPORT legislative compliance with both the intent and language of Proposition 1A.
 45. SUPPORT full State funding of all statewide special elections, including recall elections.
 46. OPPOSE efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *In 2005, the State Legislature repealed sections of the Brown Act that were subject to mandate claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.*
 47. SUPPORT strong Public Utilities Commission (PUC) oversight of state-franchised providers of cable and telecommunications services, including rigorous review of financial reports and protection of consumer interests. *AB 2987 (Núñez), Chapter 700, statutes of 2006 transferred regulatory oversight authority from local government to the PUC.*
 48. SUPPORT timely, full payments to counties by the State for programs operated on their behalf or by mandate. *The State currently owes counties over \$1 billion in State General Funds for social services program costs dating back to FY 2002-03.*
 49. SUPPORT full State participation in funding the County's retiree and retiree health care unfunded liability. *Counties perform most of their services on behalf of the State and Federal governments. Funding of retiree costs should be the responsibility of the State, to the same extent that the State is responsible for operational costs.*

Health Care Issues

Counties remain concerned about any health care reform that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. Counties support a concept of universal health coverage for all Californians. Toward that end, counties urge the state to enact a system of health coverage and care delivery that builds upon the strengths of the current systems in our state, including county-operated systems serving vulnerable populations.

Currently, California has a complex array of existing coverage and delivery systems that serve many, but not all, Californians. Moving this array of systems into a universal coverage framework is a complex undertaking that requires sound analysis, thoughtful and deliberative

planning, and a multi-year implementation process. As California moves forward with health care reform, counties urge the State to prevent reform efforts from exacerbating problems with existing service and funding. The State must also consider the differences across California counties and the impacts of reform efforts on the network of safety-net providers, including county providers. The end result of health reform must provide a strengthened health care delivery system for all Californians, including those served by the safety net.

50. SUPPORT State action to increase access and affordability. *Access to care and affordability of care are critical components of any health reform plan. Expanding eligibility for existing programs will not provide access to care in significant areas of the state. Important improvements to our current programs, including Medi-Cal, must be made either prior to, or in concert with, a coverage expansion in order to ensure access. Coverage must be affordable for all Californians to access care.*
51. SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.
52. SUPPORT administrative streamlining of Medi-Cal, including elimination of the asset test and semi-annual reporting and changes to income verification. *California should look to other states for ideas to reduce administrative costs, such as allowing all children born into Medi-Cal to remain on the program until age 21.*
53. SUPPORT actions that address provider shortages (including physicians, particularly specialists, and nurses). Innovative programs, such as loan forgiveness programs, should be expanded. In an effort to recruit physicians from other states, the licensing and reciprocity requirements should be re-examined. Steps should be taken to reduce the amount of time it takes to obtain a Medi-Cal provider number (currently six to nine months).
54. SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual diagnoses. *Approaches could be modeled after current programs in place in safety net systems.*
55. SUPPORT efforts that provide sufficient time for detailed data gathering of current safety funding in the system and the impact of any redirection of funds on remaining county responsibilities. *The interconnectedness of county indigent health funding to public health, correctional health, mental health, alcohol and drug services and social services must be fully understood and accounted for in order to protect, and enhance as appropriate, funding for these related services.*
56. OPPOSE safety net funding transfers until an analysis of who would remain uninsured (e.g. medically indigent adults, including citizens, who cannot document citizenship under current Medicaid eligibility rules) is completed in order to adequately fund services for these populations.

57. SUPPORT efforts to clearly define and adequately fund remaining county responsibilities.
58. SUPPORT State action to provide an analysis of current health care infrastructure (facilities and providers), including current safety net facilities across the state, to ensure that there are adequate providers and health care facilities, and that they can remain viable after health reform.
59. SUPPORT efforts to provide adequate financing for reforms to succeed.
60. SUPPORT measures that maximize Federal reimbursement from Medicaid and S-CHIP.
61. SUPPORT State action to complete actuarial studies on the costs of transferring indigent populations, who currently receive mostly episodic care, to a coverage model to ensure that there is adequate funding in the model.
62. SUPPORT efforts that ensure that safety net health care facilities remain viable during the transition period and be supported afterwards based on analyses of the changing health market and of the remaining safety net population.
63. SUPPORT State action to implement *the 2010 Medi-Cal waiver in a manner that maximizes the drawdown of federal funds for services and facilities, provides flexibility, and ensures that counties receive their fair share of funding*
64. SUPPORT efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.
65. SUPPORT efforts to increase the availability of health care to the uninsured in California, whether employed or not.
66. SUPPORT legislation that improves the quality of health care, whether through the use of technology, innovative delivery models or combining and better accessing various streams of revenue, including but not limited to acute and long term care integration.
67. SUPPORT legislation to protect safety net providers, both public and private. Legislation should focus on stabilizing Medi-Cal rates and delivery modes and should advocate that these actions are essential to the success of any effort to improve access and make health care more affordable.

Currently there is no planned or organized system of care for young people and their families in need of alcohol and drug treatment services. Moreover there is a vast disparity between treatment need and treatment capacity for adolescents. Relative to the need and demand for this service, this is an area of the State's health care system that has been largely ignored.

68. SUPPORT State efforts to increase the scope of benefits and reimbursement rates contained in Minor Consent Medi-Cal to give youth suffering from substance abuse disorders access to a continuum of care, including residential and one-on-one outpatient treatment.
69. SUPPORT efforts to give incentives to providers to establish more youth-driven treatment facilities within the community.
70. SUPPORT efforts to extend Minor Consent Medi-Cal Coverage to incarcerated youths, many of whom are in custody due to drug related crimes. *This could greatly decrease recidivism in the juvenile justice system.*
71. SUPPORT county efforts in the promotion of partnerships that provide integrated responses to the needs of alcohol and drug populations, including criminal justice, perinatal and youth as well as those populations with co-occurring disorders.
72. SUPPORT and encourage the development of strategies that include alcohol and drug services in the provision of all culturally appropriate health care services.
73. SUPPORT the development and institutionalization of a tracking system for use on utilization and notification of Healthy Family substance abuse benefits for youths enrolled under California's Health Family program. *Like other youth in California, youth in Contra Costa County, are the most underserved population in the County's Alcohol and Other Drug (AOD) Services' caseloads. The Healthy Family initiative holds great potential as a funding source to address this major deficit in our AOD treatment services.*
74. SUPPORT efforts to require coverage of medically necessary alcohol and substance abuse related disorder treatment on the same levels as other medical conditions in health care service plans and disability insurance policies. *Alcohol and drug treatment services are the most under-funded of all health services. Neither the state nor the federal allocations to the County covers medical treatment for AOD services, and so are a cost borne by the County.*

Human Services Issues

75. SUPPORT efforts to increase County flexibility in use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work and self-sufficiency, including, but not limited to: extending supportive services beyond the current limit; enhancing supportive services; increasing diversion and early intervention to obviate the need for aid; developing a state earned income tax credit; expanding job retention services; developing an eligibility definition to 250% of the poverty level; and exempting the hard-to-serve from welfare-to-work activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and

conditions of TANF reauthorization). Support efforts to align CalWORKs property and asset limitations with those of Food Stamps. *All of these measures would make it easier for CalWORKs families to enter employment services, become employed, and continue with the support they need in order to maintain their jobs.*

76. SUPPORT efforts to revise the definition of “homelessness” in the Welfare & Institutions Codes to include families who have received eviction notices due to a verified financial hardship, thus allowing early intervention assistance for CalWORKs families. *Current law prevents CalWORKs from providing homeless assistance until the CalWORKs family is actually “on the street.” This rule change would enable the County to work with CalWORKs families who are being threatened with homelessness to prevent the eviction and, presumably, better maintain the parents’ employment status.*
77. SUPPORT efforts to ensure funding of child care for CalWORKs and former CalWORKs families at levels sufficient to meet demand. The State of California has not fully funded the cost of child care for the “working poor.” *Additional funding would allow more CalWORKs and post-CalWORKs families to become and/or stay employed.*
78. SUPPORT efforts to establish an “umbrella code” for the reporting of incidents of elder abuse to the Department of Justice, thus more accurately recording the incidence of abuse. *Current reporting policies within California’s law enforcement community and social services departments are uncoordinated in regards to the reporting of adult abuse. Under an “umbrella code,” law enforcement agencies and social services departments would uniformly report incidents of elder abuse and California would have much better data for policy and budget development purposes.*
79. SUPPORT efforts that seek to identify and eliminate elder financial abuse and elder exposure to crime that may be committed through conservatorships.
80. SUPPORT efforts to reduce County costs for In-Home Supportive Services, including but not limited to extending the required reassessment period. *There are many administrative tasks required in regulation for counties to follow in managing the In-Home Supportive Services program. Options for many of these tasks would lower administrative costs while maintaining program integrity.*
81. SUPPORT efforts to eliminate the finger-imaging requirement for adult food stamp applicants, recognizing the fraud deterrent aspects of the Electronic Benefits Transfer System. *Elimination of the finger-imaging requirement, which was originally implemented as a fraud control measure in the old welfare programs, is viewed by many as an unnecessary or duplicate process. The current electronic benefits transfer system combined with program eligibility processes provides more fraud prevention/detection than does finger-imaging.*

82. SUPPORT efforts to allow phone-in Food Stamp Eligibility Redeterminations as a more cost effective benefit reassessment process. *As counties such as Contra Costa change their business models to utilize centralized service centers, some of the antiquated process rules and requirements also need to be changed, to allow cost efficient practices. Changing the rules to allow phone-ins for Eligibility Redeterminations is one example.*
83. SUPPORT efforts to continue expansion of Child Welfare Redesign Program Improvements including: use of Federal IV-E funding for pre-placement, prevention activities; development of caretaker recruitment and retention campaigns; extension of Independent Living Skill services to age 21; and, funding to implement Children's Child Welfare Workload Study Results, SB 2030. *Changes in these areas would enable counties to better meet their performance accountability goals, as required under Federal and State statutes.*
84. SUPPORT efforts to allow Medi-Cal clients transportation access to medical care via the most efficient transportation mode possible instead of the very costly ambulance transportation that is currently prevalent. *California is currently limited to the types of non-emergency medical transportation for reimbursement by Medi-Cal. However, the federal Medicaid program allows other much less costly forms of transportation to be used. Other states use this more permissive definition of approved non-emergency medical transportation to encourage Medicaid clients to receive preventative care and reduce the incidence of last-resort ambulance transportation to hospital emergency rooms for primary care.*
85. OPPOSE any legislation that increases tobacco taxes but does not contain language to replace any funds lost to The California Children and Families Act/Trust Fund for local services as currently funded by tobacco taxes, Prop 10 in 1998 and Prop 99.
86. OPPOSE legislation, rules, regulations or policies that restrict or affect the amount of funds available to, or the local autonomy of, First 5 Commissions to allocate their funds in accordance with local needs.
87. **SUPPORT efforts to restore funding in the amount of \$80 Million for the Child Welfare Services Program that was line-item vetoed by Governor Schwarzenegger in the State's FY 2009-10 and FY 2010-11 budgets, as these reductions have a direct impact on local child protective services and the lives of children.**

Indian Gaming Issues

Contra Costa County is currently home to the Lytton Band of the Pomo Indians' Casino in San Pablo, a Class II gaming facility. There are also proposals for two additional casinos in West County: one in North Richmond and the other in Point Molate. Local governments have limited

authority in determining whether or not such facilities should be sited in their jurisdiction; the terms and conditions under which the facilities will operate; and what, if any, mitigation will be paid to offset the cost of increased services and lost revenues. Contra Costa County has been active in working with CSAC and others to address these issues, as well as the need for funding for participation in the Federal and State review processes and for mitigation for the existing Class II casino.

88. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.
89. CONSIDER, on a case by case basis, whether or not to SUPPORT or OPPOSE Indian gaming facilities in Contra Costa County, and only SUPPORT facilities that are unique in nature and can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.
90. OPPOSE the expansion or approval of Class III gaming machines at the existing gaming facility in Contra Costa County unless it can be demonstrated that there would be significant community benefits above and beyond the costs associated with mitigating community impacts.
91. SUPPORT State authority to tighten up the definition of a Class II machine.
92. SUPPORT State legislative and administration actions consistent with the CSAC policy documents on development on Indian Lands and Compact negotiations for Indian gaming.

Land Use/Community Issues

93. SUPPORT efforts to promote economic incentives for "smart growth," including in-fill and transit-oriented development. *Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" principles.*
94. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income housing bond measures, low-income housing tax credits and state infrastructure financing. *This position supports Goals 2, 3 and 4 of the County General Plan Housing Element.*
95. SUPPORT efforts to obtain a CEQA exemption for affordable housing lending undertaken by a city or county housing and community development or housing finance agency to provide financial assistance or insurance for the development and construction of affordable housing. CEQA exempts specified projects from its requirements, including an action taken by the State agencies to provide financial assistance or insurance for the development and construction of affordable housing if the project for financial assistance or insurance will be reviewed pursuant to CEQA by another public agency (Section 21080.10(b) of

the California Public Resources Code). *The exemption for State agencies engaged in affordable housing lending was adopted in 1980, before localities had a significant role in affordable housing lending. Today, localities are a major provider of affordable housing assistance, whereas the State role has diminished. Local agencies should not be treated differently from State agencies with respect to CEQA requirements and exemptions. Moreover, without this exemption, affordable housing projects not otherwise exempt by virtue of “by right” provisions in State law could be subject to “double jeopardy,” whereby they would be subject to CEQA during entitlements and subject to CEQA during financing. AB 2518 (Houston) in 2006 was a Contra Costa County-sponsored bill to accomplish this, but it was not successful in the Legislature.*

96. SUPPORT efforts to obtain a CEQA exemption for infill development in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities. The exemption should also include urbanized unincorporated areas. The proposal would affect the County’s affordable housing, revitalization, and redevelopment programs in all unincorporated urbanized areas of the County. *Without the exemption, housing projects in the unincorporated areas are subject to a more time-consuming and costly process in order to comply with the CEQA guidelines than that which is required of cities, despite having similar housing obligations.*
97. SUPPORT efforts to amend Section 65915 of the Government Code (amended in 2004 by SB 1818 - Hollingsworth) so that State law enhances rather than inhibits local efforts to increase the supply of affordable housing. *The provisions of law regarding density bonuses and inducements to them should be clarified and simplified in order to encourage this avenue for affordable housing production.*
98. SUPPORT efforts to reform State housing element law to promote the actual production and preservation of affordable housing and to focus less on process and paper compliance.
99. OPPOSE efforts to limit the County’s ability to exercise local land use authority.
100. SUPPORT increased flexibility in the use of Redevelopment set-aside funds for low and moderate income housing. *Such flexibility would encourage creative use of these funds, resulting in higher overall production of units.*
101. SUPPORT efforts to reduce the fiscalization of land use decision-making by local government, which favors retail uses over other job-creating uses and housing. *Reducing incentives for inappropriate land use decisions, particularly those that negatively affect neighboring jurisdictions, could result in more rational and harmonious land use.*

102. SUPPORT allocations, appropriations, and *policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$20 million to the East Contra Costa County NCCP from the \$90 million allocation for NCCPs in Proposition 84. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375 and AB 32. Promote effective implementation of NCCPs as a top priority for the Department of Fish and Game.*

Law and Justice System Issues

103. SUPPORT legislation that seeks to curb metal theft by making it easier for law enforcement agencies to track stolen metals sold to scrap dealers through such means as requiring identification from customers selling commonly stolen metals, banning cash transactions over a certain amount, and requiring scrap dealers to hold materials they buy for a certain period of time before melting them down or reselling them.
104. SUPPORT full funding of the state Juvenile Probation and Camps Funding (JPCF). *In FY 2004-05, the State eliminated Probation's allocation of federal Temporary Assistance to Needy Families (TANF) funds and backfilled them with state General Funds. At risk is approximately \$5.2 million of revenue that supports the Orin Allen Youth Rehabilitation Facility, Home Supervision and Juvenile Electronic Monitoring Program, and the Juvenile Community Service program (weekend work).*
105. SUPPORT Adult Probation Funding that would provide State funding for adult probation services to enhance public safety and provide realistic opportunities for the rehabilitation of probationers. *Implementing evidence-based practices can potentially reduce the prison-bound probation population by between 10 and 30 percent. Intervening with this population of prison-bound probationers to increase supervision and treatment services can have a significant impact on prison admissions and help to reduce prison overcrowding in California.*
106. SUPPORT legislation that provides a practical and efficient solution to addressing the problem of abandoned and trespassing vessels and ground tackle in an administrative process that allows the California State Lands Commission to both remove and dispose of such vessels and unpermitted ground tackle. *Boat owners in increasing numbers are abandoning both recreational and commercial vessels in areas within the Commission's jurisdiction. Our state waterways are becoming clogged with hulks that break up, leak, sink and add pollutants to our waterways and marine habitat.*

Levee Issues, Sacramento-San Joaquin Delta Issues

The County's Delta Water Platform was developed in mid-2008 to consolidate and organize the many County policies and positions into one document that could be utilized to guide actions and advocacy to promote a healthy Sacramento-San Joaquin Delta.

The Delta Water Platform is comprised of fourteen subject areas. Each of these subject categories contains relevant policies and background explanatory language. Each subject category is summarized below; the first five are considered priorities. The policies and background information can be found in the Delta Water Platform, which is included in this document by reference:

Short Term Actions to be implemented immediately: Includes a broad range of specific, relatively non-controversial actions to quickly improve the state of the Delta, such as improvements to levees, the fishery, habitat and emergency response.

Conveyance: Through-Delta and Isolated Conveyance: Consideration of isolated conveyance must protect and improve the Delta and the entire Bay-Delta ecosystem, include the broadest range of non-biased scientific analysis of impacts, include levee repair and all costs of a facility must be paid by beneficiaries.

The Delta Ecosystem: Protection and restoration of an ailing Delta ecosystem has long been a priority of the Board of Supervisors, including need for additional scientific research to address fundamental questions, fishery and habitat restoration projects.

Governance: A new or improved system of oversight related to ecosystem and water management is necessary. The existing Delta Protection Commission land use governance structure has been successful, requiring no further action. Local Government representation in any governance structure is paramount.

Levee Restoration: Advocacy for immediate and significant (multi-year) funding and levee repair is a priority, including upgrades to minimum (PL 84 99) standards for all levees, and a higher, 200-year level of protection for communities protected by levees. Stockpiling rock in the Delta specifically for levee repair and continuance of the Long Term Management Strategy (LTMS) are highly recommended.

Water Quality, Water Quantity and Delta Outflow: Protection and improvement of water quality, quantity and outflow, determination and assurance of adequate water for the delta ecosystem and examination of the State and Federal project operations (including potential for reduced exports) are recommended here.

Flood Protection/Floodplain Management: Comprehensive flood management planning throughout the Delta and its watersheds, as well as funding to bring flood facilities to 200-year levels and revenue generation for flood control districts continue to be of import.

Water Rights and Legislative Protections: Existing area-of-origin and other water rights protections established for the Delta should be preserved.

Regional Self-Sufficiency: All export regions should be implementing all water supply options available to them to reduce stress on the Delta as a limited resource.

Emergency Response: Collaborative efforts among the Delta counties to improve emergency response in the region have been productive and are continuing.

Water Conservation: Landscape and household conservation, maximizing use of reclaimed wastewater, use of meters, and agricultural water conservation are recommended.

Water Storage: Multi-purpose storage facilities are recommended and groundwater storage preferred to surface storage options. Detailed groundwater studies are recommended.

San Luis Drain/Grasslands Bypass: Long-standing opposition to selenium discharges from this project entering the Delta and support of in-valley treatment solutions are ongoing. Continued reduction in drainage from the Grasslands Bypass project is also monitored.

Climate Change: Impacts of climate change must be considered in planning, engineering and construction activities.

107. ADVOCATE for administrative and legislative action to provide significant funding for rehabilitation of levees in the western and central Delta. *Proposition 1E, passed in November 2006, provides for over \$3 billion for levees, primarily those in the Central Valley Flood Control Program. Language is included in the bond for other Delta levees but funding is not specifically directed. The County will work on a coalition basis to actively advocate for \$1 billion in funding through this bond.*
108. ADVOCATE for legislation dealing with the Delta, including levees and levee programs, level and type of flood protection, beneficiary-pays programs, flood insurance, liability and other levee/land use issues.
109. SUPPORT legislation/regulation requiring Reclamation Districts to develop, publish, and maintain hazard emergency plans for their districts. *Emergency response plans are critical to emergency management, particularly in an area or situation like the Delta where a levee break could trigger other emergencies. This legislation/regulation should also include the requirement for plan review and annual distribution of the plan to the residents of the district, County Office of Emergency Services and other government agencies that have emergency response interests within the district.*

Library Issues

110. SUPPORT State financial assistance in the operation of public libraries, including full funding of the Public Library Fund (PLF) and the Direct/Interlibrary Loan (Transaction Based Reimbursement) program.
111. SUPPORT State bonds for public library construction. The 2000 library construction bond provided funding for two libraries in Contra Costa County. There is currently a need of approximately \$289,000,000 for public library construction, expansion and renovation in Contra Costa County.
112. SUPPORT continued funding for the California Library Literacy and English Acquisition Services Program, which provides matching funds for public library adult literacy programs that offer free, confidential, one-on-one basic literacy instruction to English-speaking adults who want to improve their reading, writing, and spelling skills.

Telecommunications Issues

113. SUPPORT clean-up legislation on AB 2987 that provides for local emergency notifications similar to provisions in cable franchises for the last 20 years. *Currently our franchises require the cable systems to carry emergency messages in the event of local emergencies. With the occurrence of several local refinery incidents, this service is critical for Contra Costa. Under federal law, Emergency Alert System requirements leave broad discretion to broadcasters to decide when and what information to broadcast, emergency management offices to communicate with the public in times of emergencies.*
114. SUPPORT preservation of local government ownership and control of the local public rights-of-way. *Currently, local government has authority over the time, place, and manner in which infrastructure is placed in their rights-of-way. The California Public Utilities Commission is considering rulemaking that would give them jurisdiction to decide issues between local government and telecommunication providers.*

Transportation Issues

115. *SUPPORT increased flexibility in the use of transportation funds. The County supports an amendment to the Subdivision Map Act to allow the use of off-site transportation impact fees to fund pedestrian, bicycle transit and traffic calming facilities necessitated by new development. The Act currently limits the use of these funds to improvements to bridges and "major thoroughfares." Senator DeSaulnier introduced such a bill in 2008. The County's proposal was adopted by CSAC for its legislative platform in the 2011 session. The proposal would provide more flexibility in how we can use an existing transportation funding source.*

116. SUPPORT regional coordination that provides for local input in addressing transportation needs. *Coordinated planning and delivery of public transit, paratransit, and rail services will help ensure the best possible service delivery to the public. Regional coordination also will be needed to effectively deal with the traffic impacts of Indian gaming casinos such as those in West County. Regional coordination also will be essential to complete planning and development of important regional transportation projects such as State Route 239, improvements to Vasco Road, completion of remaining segments of the Bay Trail, improvements to the Delta DeAnza Regional Trail, and the proposed California Delta Trail. There may be interest in seeking enhanced local input requirements for developing the Sustainable Communities Strategy for the Bay Area mandated by SB 375 for greenhouse gas reduction. It is important that the regional coordination efforts are based on input gathered from the local level, to ensure the regional approach does not negatively impact local communities. "Top-down" regional planning efforts would be inconsistent with this goal.*
117. SUPPORT efforts to improve safety throughout the transportation system. *The County supports new and expanded projects and programs to improve safety for bicyclists, pedestrians and wheelchair users, as well as projects to improve safety on high-accident transportation facilities such as Vasco Road. Data on transportation safety would be improved by including global positioning system (GPS) location data for every reported accident to assist in safety analysis and planning. The County also supports school safety improvement programs such as crossing guards, Safe Routes to Schools (SR2S) grants, efforts to improve the safety and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.*
118. SUPPORT funding or incentives for the use of renewable resources in transportation construction projects. *The County seeks and supports grant programs, tax credits for manufacturers, state purchasing programs, and other incentives for local jurisdictions to use environmentally friendly materials such as the rubberized asphalt (made from recycled tires) that the County has used as paving material on San Pablo Dam Road and Pacheco Boulevard.*
119. SUPPORT streamlining the delivery of transportation safety projects. *The length of time and amount of paperwork should be reduced to bring a transportation safety project more quickly through the planning, engineering and design, environmental review, funding application, and construction phases, such as for Vasco Road. This could include streamlining the environmental review process and also streamlining all state permitting requirements that pertain to transportation projects. Realistic deadlines for use of federal transportation funds would help local jurisdictions deliver complex projects without running afoul of federal time limits which are unrealistically tight for complex projects.*

120. SUPPORT efforts to coordinate development of state-funded facilities such as courts, schools, jails and state offices with local planning. The County supports coordinating planning between school districts and local jurisdictions in locating and planning new schools and funding programs that foster collaboration to help finance off-site transportation improvements for access to schools.
121. SUPPORT regional aviation transportation planning efforts for coordinated aviation network planning to improve service delivery. Regional aviation coordination could also improve the surrounding surface transportation system by providing expanded local options for people and goods movement.
122. SUPPORT efforts to increase waterborne transport of goods and obtaining funds to support this effort. *The San Francisco to Stockton Ship Channel is a major transportation route for the region, providing water access to a large number of industries and the Ports of Sacramento and Stockton. A project is underway to deepen the channel, providing additional capacity to accommodate increasing commerce needs of the Ports and providing better operational flexibility for the other industries. Increased goods movement via waterways has clear benefits to congestion management on highways and railroads (with resultant air quality benefits).*

Waste Management

123. SUPPORT legislation *that establishes producer responsibility for management of their products at the end of their useful life.*
124. SUPPORT legislation that would make changes to the used tire redemption program. *Instead of collecting a disposal fee from the consumer when new tires are purchased, a disposal fee would be collected at the wholesale level and redeemed by the disposal site when the used tires are brought to the site. The party bringing the tires to the disposal site would also receive a portion of the fee.*
125. SUPPORT efforts to increase the development of markets for recycled materials.

To: Board of Supervisors

From: Dorothy Sansoe, County Administrator

Date: January 6, 2011



**Contra
Costa
County**

Subject: Martin Luther King, Jr., Commemoration and Humanitarian Awards Ceremony

RECOMMENDATION(S):

11:00 A.M.

33rd Annual Dr. Martin Luther King, Jr. Commemoration and Humanitarian Awards Ceremony

FISCAL IMPACT:

BACKGROUND:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Glenn Howell, 925-335-8300

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and Clerk
of the Board of
Supervisors

By: , Deputy

cc:



Contra Costa County 33rd Annual
Dr. Martin Luther King Jr.
Commemoration & Humanitarian of the Year Awards



"Martin Luther King in the 21st Century"

Keynote Speaker: Gordon Baranco
Superior Court Judge
State of California

Contra Costa County Board of Supervisors
Tuesday, January 18th, 2011 at 11:00 a.m. - 12:00 p.m.
651 Pine Street, Martinez CA 94553

Entertainment and Music: The Danny Armstrong Ensemble

Refreshments immediately following

Contra Costa County 33rd Annual

Dr. Martin Luther King Jr.

Commemoration & Humanitarian of the Year Awards



"Martin Luther King in the 21st Century"



Contra Costa County Board of Supervisors
Tuesday, January 18th, 2011



Dr. Martin Luther King, Jr.

January 15, 1929 – April 4, 1968

Dr. Martin Luther King, Jr., was born on January 15, 1929, in Atlanta, Georgia. Both his father and grandfather were ministers. His mother was a schoolteacher who taught him how to read before he attended school. Martin had a brother, Alfred, and a sister, Christine. He obtained a bachelor of arts degree from Morehouse College when he was only 15 years old.

In 1957, Dr. King was elected president of the Southern Christian Leadership Conference, an organization formed to provide new leadership for the burgeoning civil rights movement. The ideals of this organization are inspired by Christian principles. Its operational techniques are from the teachings of Gandhi. In the eleven-year period between 1957 and 1968, King traveled over six million miles and spoke more than twenty-five hundred times, appearing wherever there was injustice and civil unrest. Additionally, he authored five books and numerous articles.

King led a massive protest in Birmingham, Alabama, that caught the attention of the entire world, resulting in what he called a coalition of conscience that inspired his "Letter from a Birmingham Jail," a manifesto of the Negro revolution. He planned the drives in Alabama for the registration of Negroes as voters; he directed the peaceful march on Washington, D.C. of 250,000 people to whom he delivered his famous, "I Have a Dream" speech; he conferred with President John F. Kennedy and campaigned for President Lyndon B. Johnson; he was arrested twenty times and assaulted at least four times; he was awarded five honorary degrees; he was named Man of the Year by Time Magazine in 1963; and he became not only the symbolic leader of American blacks, but also a world figure. This year we examine the thoughts and knowledge of King's doctrine by the younger generation as well as the older generation. We ask them, as well as ourselves whether King's vision and influence has relevance in the 21st Century and if so, how has it affected your life?

DR. MARTIN LUTHER KING, JR.

33rd Annual Commemoration & Humanitarian of the Year Awards

Welcome & Introductions..... Glenn Howell, MLK Committee Chair
Mistress of Ceremonies..... Chair Gayle B. Uilkema
Video Presentation..... MLK Committee
Introduction of Band..... Glenn Howell, MLK Committee Chair
Musical Selections..... The Danny Armstrong Ensemble

Key Note Address:

Gordon Baranco, Superior Court Judge, State of California

Presentation of Humanitarian of the Year Awards:

2011 Student Humanitarian Award..... Glenn Howell, MLK Committee Chair
2011 Humanitarian Award..... Glenn Howell, MLK Committee Chair
Musical Selection..... The Danny Armstrong Ensemble
Adjournment..... Chair Gayle B. Uilkema

Lunch Reception

Contra Costa County Board of Supervisors:

District 1: John M. Gioia
District 2: Gayle B. Uilkema
District 3: Mary N. Piepho
District 4: Karen Mitchoff
District 5: Federal D. Glover

Special thanks to our sponsors:

General Services Department	Human Resources Department
Animal Services Department	Contra Costa Television (CCTV)
Martinez Police Department	Public Works Department



Gordon Baranco
Key Note Speaker

Gordon Baranco graduated from the University of California at Davis with a B.A. degree in Political Science, receiving the Lindley Award for Athletic and Scholastic Achievement; and from King Hall (UC Davis) Law School, receiving a J.D. degree.

He has been employed as a Graduate Legal Assistant in the office of the California State Attorney General; a Deputy District Attorney in the office of the San Francisco District Attorney; Managing Attorney for San Francisco Neighborhood Legal Assistance Foundation; and Assistant to the City Attorney in Oakland.

He was appointed by Governor Edmund G. Brown, Jr. as a judge to the Oakland Piedmont Emeryville Municipal Court, at the age of 32. After serving as a presiding judge of that court, he was appointed by Governor George Deukmejian as a judge to the Alameda County Superior Court, where he now serves.

He currently serves as Vice-Chair of the California Judicial Council Access and Fairness Committee; the Judicial Council Collaborative Justice Courts Advisory Committee; Chair of the Alameda County Superior Court Community Focused Court Planning Committee; Fred Finch Youth Center Board; and as the judge of the Alameda County Homeless/Caring Court, and the Alameda County Parolee Reentry Court. He has previously served on the California Judicial Council Task Force for Collaboration on Mental Health Issues and boards of the Metropolitan Oakland YMCA, the Urban Strategies Council, the Glide Memorial

Methodist Church, and the M. Robinson Baker YMCA.

In addition to serving as a panelist for numerous continuing legal education programs, he has received the following awards: California Commission on Access to Justice, Benjamin Aranda III Access to Justice Award; Alameda County Bar Association Distinguished Judicial Service Award; Charles Houston Bar Association Judicial Excellence Award; The California Public Defenders Association Rose Bird Judicial Excellence Award; Alameda/Contra Costa Trial Lawyers, Judge of the Year. The Alameda County Lawyers Club, Judge of the Year; The Bernard Jefferson Outstanding Jurist Award, California Association of Black Lawyers (twice); Charles Houston Bar Association Community Service Award; Bay Area Urban League Civic Achievement Award; Distinguished Alumnus Award from King Hall, UC Davis School of Law; The UC Davis Young Alumnus of the Year Award; The UC Davis Citation of Excellence; The Greater Oakland YMCA President's Award; The Marcus Foster Institute Outstanding Public Schools Alumnus Award. The Honorable Gordon S. Baranco Award is presented annually to a UC Davis Varsity Basketball Player "who has displayed exceptional leadership, unselfishness, work ethic and commitment to his team."

He has been the commencement speaker for UC Davis College of Letters and Science, and for the African and African American Students of UC Davis commencement.

He is married to Barbara Gee and has two children, Lauren (25) and Brandon (19).



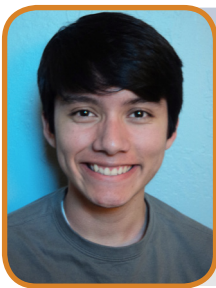
Laura Johnson

2011 Humanitarian of The Year

Laura Johnson, President of the Board of Directors for Girls Inc. of West Contra Costa County, has been instrumental in maintaining and preserving a very integral aspect of the growth, education, and self realization of girls within the West Contra Costa County Community. Laura's response to the plight of Girls, Inc. of WCCC saved an organization which had been in the community for over 34 years providing valuable support and programs designed to address the special needs of girls in an under-served community. Information and instruction offered by Girls Inc. included self esteem building, literacy, economic literacy, math, science and technology, critical thinking, preventing adolescent pregnancy, AIDS education, academic enrichment, cultural awareness and much more. When Girls, Inc. was forced to close their doors due to the lack of financial resources, Laura knew that something had to be done. She wrote over 10 proposals to apply for funding, contacted over 200 local churches in Richmond, CA, mailed hundreds of letters and personally spoke to hundreds of individuals and organizations in order to raise the necessary funds to save the agency.

Because of Laura's efforts, Girls Inc. was able to reopen their doors and continue to serve the West Contra Costa County community. Her selfless hard work and diligence resulted in a makeover of the neglected facility from Home Depot with over 100 employees volunteering their time and energy to repair and paint the building inside and out, repair the playground with basketball courts, and re-sod and landscape the front yard. Not only has the building become an inviting place for girls to come, but all debts have been cleared and all liens have been lifted. Laura was nominated and selected as the 14th Assembly District's Woman of the Year, to represent Richmond, CA. because of her accomplishment.

As a retired educator, Laura continues to volunteer her time and resources within the City of Richmond, CA. She provides leadership and direction to ensure that girls in the Richmond community fulfill their dreams and become the best they can be. By investing countless hours and personal finances, she exemplifies what it means to be a humanitarian in the 21st Century.



Mario Alvarado

2011 Student Humanitarian of The Year

Mario Alvarado is a senior and an honor student at Concord High School. Beyond being very dedicated to his studies, Mario selflessly applies his time and energy to the needs of others. In his sophomore year, Mario began volunteering with CCISCO (Contra Costa Interfaith Supporting Community Organization), a faith based organization which empowers youth by giving them the necessary tools to create positive change within their community. Through this organization Mario advocates for Spanish speaking residents in the Monument area in the City of Concord. As part of his work, he translates from English to Spanish, assisting residents with the completion of necessary paperwork for their US citizenship. Mario also participated in scheduling a Town Hall meeting at Queen of All Saints Church in Concord where residents in the Monument area spoke directly with County officials, letting them know how cutbacks could impact local health clinics and the overall health and well being of the community.

Mario also works with Rotacare, a free health care clinic which provides quality health care for the uninsured. He has participated in health fairs in the Monument area, reaching out to Spanish speaking residents who do not speak English and

informing them about their health care options. Mario volunteers every Thursday at the free health clinic located at Cambridge Elementary School. He welcomes patients and provides information about the clinic. He also translates for patients when they are speaking with the doctors as well as when they speak with the pharmacists concerning medication.

When asked what he has gained through his volunteer work, Mario replied that he has learned to be understanding of people and not to judge them. He appreciates the importance of communicating clearly and with sensitivity. He feels that his purpose is to help the people in the Monument area in any way possible. One of his favorite memories was when he was told that the Town Hall meeting he helped organize resulted in the health care clinic receiving additional funding. Another most fond memory was receiving a big smile from a child. His work has proved to be very gratifying for him.

It is rare to find a young adult such as Mario who excels in his full school schedule and, at the same time, selflessly dedicates precious free time to the needs of others. Mario exemplifies what it means to be a student humanitarian in the 21st Century.

2011 Humanitarian of the Year

Laura Johnson

Past Recipients of the Humanitarian of the Year Award

Sister Ann Weltz, CSI, 1982	Helen Troxel and Rollie Mullen, 1997
Gertrude M. Williams, 1983	Mary Perez and
Guillermo "Bill" Muniz, 1984	Neil and Carol Wilson, 1998
Donald Fibush, 1985	Orin Allen, 1999
Charles Spears, 1986	Eddie Menosse, 2000
John "JJ" Johnson, 1987	Troy Greer Grove, 2001
Rev. Malcolm & Jo Lee, 1988	Robin Poindexter, 2002
Lonnie R. Bristow, M.D., 1989	Reverend Phillip Lawson, 2003
Yoshiye Togasaki, M.D., 1990	Mr. Walter Ruelig, 2004
January Fredenburg, 1991	Bishop Curtis Timmons, 2005
Lucy Donly, 1992	Jerrold L. Hatchett, 2006
Bessanderson McNeil, 1993	Veronica Pope, 2007
Lloyd Madden, 1994	Charles D. Tinsley, Dr., 2008
Perfecto Villarreal, 1995	Larry Lewis, 2009
Charles Wilson, 1996	Della Randolph, 2010

2011 Student Humanitarian of the Year

Mario Alvarado

Past Recipients of the Student Humanitarian of the Year Award

Lauren Fong, 2005
Henna Danawala, 2006
Edgardo Cervano-Soto, 2007
Jessa Mabellin, 2008
Brittany Watson, 2009
Shae Hughes, 2010

2011 Committee Members

Glenn Howell – Chair	Denise August
Maceo Trotter	Derek West
Teresa Boney	Nancy Zandonella
Madlin King	



*“Martin Luther King
in the
21st Century”*

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: December 16, 2010



**Contra
Costa
County**

**Subject: State Route 4 (E) Widening - Somersville Road to Route 160 Project, Antioch area. (District V)
Project No.: 4660-6X4168**

RECOMMENDATION(S):

APPROVE the Right of Way Contract and Rental Agreement dated December 17, 2010 and ACCEPT the Grant Deed from Ovette Baluyut, Thomas Y. and Carmelita Baluyut for the property located at 2706 E. Tregallas Road, Antioch, CA 94509 and identified as Assessor's Parcel Number 068-151-017. (District V)

AUTHORIZE the Public Works Director, or designee, to execute said Right of Way Contract and Rental Agreement on behalf of Contra Costa County (County).

APPROVE payment in the amount of \$436,375 for said property payable by the Contra Costa Transportation Authority (CCTA) to Fidelity National Title Insurance Company, by wiring instructions to: Bank of America, 275 Valencia Blvd., 2nd Floor, Brea, CA 92823-6340; Federal Routing No. 026009593; Credit Account No. 12352-64125 in trust for Baluyut; Attention: Debbie Heiden, phone (925) 314-1152 for Escrow No. 10-334720-DH.

DIRECT the Real Property Division to have the above referenced Rental Agreement delivered to Ovette Baluyut and Daynah Sandoval-Baluyut and ensure the Grant Deed is delivered to the Title Company for recording in the Office of the County Recorder.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: C. Piña-Sandoval 313-2012

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: J. Carlson, Real Property, County Administrator, Liza Mangabay, PW Finance, Recorder

FISCAL IMPACT:

There is no impact to the County General Fund. The activity is funded by Contra Costa Transportation Authority (CCTA) (100%) (ACQ/3540) SCH No. 2004092135.

BACKGROUND:

On June 27, 2006, this Board approved the State Route 4 East widening project and adopted the Negative Declaration and Finding of No Significant Impact pertaining to this project.

These property rights are required for the State Route 4 (E) Widening - Somersville Road to Route 160 Project in accordance with the approved plans and specifications. The County agreed to enter into a Rental Agreement which will allow the tenants to remain on the property while in the process of finding a replacement dwelling.

CONSEQUENCE OF NEGATIVE ACTION:

The project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

Recorded at the request of:
Contra Costa County

COPY

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: C. Piña-Sandoval

Assessor's Parcel No. 068-151-017
Title Co. Order No. 10-334720

District	County	Route	Post Mile	Number
4	CC	4	25.6/31.1	61220

GRANT DEED

For Value Received, receipt of which is hereby acknowledged,

OVETTE BALUYUT, an unmarried man, as to an undivided 75% interest; and THOMAS Y. BALUYUT AND CARMELITA BALUYUT, husband and wife, as joint tenants, as to an undivided 25% interest, as tenants in common

GRANT to

CONTRA COSTA COUNTY, a political subdivision of the State of California,

The following described real property in the City of Antioch of the County of Contra Costa, State of California,

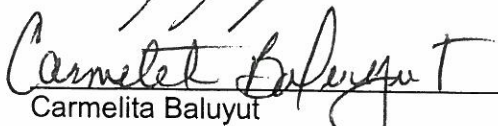
FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

GRANTORS

Date Dec 17, 2010


Ovette Baluyut


Thomas Y. Baluyut


Carmelita Baluyut

ATTACH APPROPRIATE ACKNOWLEDGMENT

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel C, as shown on the parcel map filed September 4, 1989 in Book 89 of Parcel Maps, page 4, Contra Costa County Records.

APN: 068-151-017

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On December 17, 2010, before me, Carmen Piña-Sandoval, Clerk of the Board of Supervisors, Contra Costa County, personally appeared Ovette Baluyut, Thomas Y. Baluyut and Carmelita Baluyut, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 *Carmen Piña-Sandoval* (Seal)
Deputy Clerk



Recorded at the request of:
Contra Costa County

COPY

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: C. Piña-Sandoval

Assessor's Parcel No. 068-151-017
Title Co. Order No. 10-334720

INTERSPOUSAL TRANSFER GRANT DEED

This conveyance is solely between spouses and established the sole and separate property of a spouse and is EXEMPT from the DOCUMENTARY TRANSFER TAX pursuant to Section 11930 and/or 11911 et. seq. of the Revenue and Taxation Code.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DAYNAH SANDOVAL-BALUYUT, spouse of the grantee herein,

Hereby GRANTS to OVETTE BALUYUT, a married man

The following described real property in the City of Antioch of the County of Contra Costa, State of California,

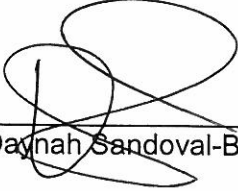
FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is the express intent of the Grantor, being the spouse of the Grantee, to convey all right, title and interest of the Grantor, community or otherwise, in and to the herein described property to the Grantee as his sole and separate property.

GRANTOR

Date

12/17/10


Daynah Sandoval-Baluyut

ATTACH APPROPRIATE ACKNOWLEDGMENT

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel C, as shown on the parcel map filed September 4, 1989 in Book 89 of Parcel Maps, page 4, Contra Costa County Records.

APN: 068-151-017

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On 12/17/10, before me, Carmen Pina-Sandoval,
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared Dayne Sandoval Baluyot, 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 Carmen Pina-Sandoval (Seal)
Deputy Clerk



Names: Ovette Baluyut and Daynah Sandoval-Baluyut
Address: 2706 E. Tregallas Road
City: Antioch, CA 94509

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RENTAL AGREEMENT

This Agreement is hereby executed in duplicate on _____, by and between CONTRA COSTA COUNTY hereinafter designated as "COUNTY," and the undersigned, designated as "TENANTS," who hereby agree to rent property owned by COUNTY, described as follows: 2706 E. Tregallas, Road, Antioch, CA 94509, Assessor's Parcel No. 068-151-017, designated as "PREMISES".

TENANTS hereby jointly and severally approve, agree, and consent to the following terms and conditions:

1. TERM: The term of this tenancy shall be month to month, commencing at the close of escrow number 10-334720-DH held with Fidelity National Title Company, 501 Sycamore Valley Road West, Danville, CA 94526 and continuing through the vacation of the PREMISES by TENANTS. The tenancy shall terminate on June 30, 2011, if not terminated earlier in accordance with the termination and vacation provisions of this agreement.

2. RENT: The rent for the use of the above PREMISES shall be as follows:

Close of escrow through March 31, 2011:	\$0.00
April 1, 2011 through vacation:	\$2,500.00/month

TENANTS agree that said rent will be paid from the \$10,000 held in escrow with Fidelity Title Company each calendar month as long as tenancy continues. Once TENANTS vacate the PREMISES a check or money order with the prorated amount, if applicable, should be made by Fidelity National Title Company payable to CONTRA COSTA COUNTY and mailed to:

CONTRA COSTA COUNTY
Public Works Department
Attention: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

3. UTILITIES: TENANTS shall pay promptly when due all gas, electric; water, garbage and other utility bills applicable to the PREMISES during TENANTS' occupation and TENANTS shall save COUNTY harmless therefrom.
4. REPAIRS AND MAINTENANCE: The PREMISES are rented on an "AS IS" basis. TENANTS acknowledge that, as of the commencement of this Agreement, the PREMISES are in a condition fit for human occupation and in a clean and tenantable condition.

TENANTS shall keep PREMISES in a clean, decent, safe, and sanitary condition, free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. TENANTS shall maintain and repair the interior and exterior of the PREMISES including, but not limited to, windows, plumbing, and electrical lighting and wiring. TENANTS shall maintain landscaping and perform weed abatement to the demised PREMISES.

TENANTS shall not charge to the COUNTY the cost of any repair work performed or ordered done by the TENANTS without the express prior written approval of the COUNTY to do so.

TENANTS shall take every care to prevent fires and not keep gasoline, solvents or other combustible materials or substances on the PREMISES. In the event that the PREMISES are destroyed by fire, this Agreement shall immediately terminate. TENANTS shall not allow non-operating vehicles or parts thereof to remain on the PREMISES.

5. SUBLETTING: TENANTS shall not assign this tenancy or any interest therein and shall not sublet said PREMISES or any part thereof. Any such assignment or subletting without the COUNTY's consent shall be void and shall, at COUNTY's option, terminate this tenancy.
6. ALTERATIONS: TENANTS agree not to make or suffer any alterations to be made in or on said PREMISES without first obtaining the written consent of COUNTY.
7. TERMINATION BY TENANTS: TENANTS will give the COUNTY fifteen (15) days written notice of intention to move or vacate the PREMISES. Upon vacating, Tenants agree to leave same in a neat, clean, orderly condition, allowing, of course, for ordinary and normal usage during occupancy; and to reimburse COUNTY for any damage done to said PREMISES caused by TENANTS' occupancy or tenancy, other than that due to normal use. Upon vacating, TENANTS agree to restore PREMISES to the same or better condition.
8. USE OF PREMISES: TENANTS agree to subscribe to an authorized garbage disposal service on a weekly basis. TENANTS will keep and maintain PREMISES and all landscaping in a neat, clean, and orderly condition at all times during occupancy, and not permit rubbish, garbage, weeds, etc., to accumulate at any time; nor commit, suffer or permit any waste of said PREMISES or any acts to be done in violation of any laws or ordinances; nor use or permit the use of said PREMISES for any illegal or immoral purposes, including but not limited to illegal use or sale of drugs. TENANTS shall comply with all State laws and local ordinances concerning said PREMISES and the use thereof.

TENANTS agree not to support, permit or maintain any nuisance on/or about any part of the PREMISES. TENANTS further agree to conduct and cause other persons who are on the PREMISES with his consent to conduct themselves in a manner, which will not disturb his neighbors' peaceful enjoyment of their accommodations and which will be conducive to maintaining the PREMISES in a decent, safe, and sanitary condition.

9. LIQUID-FILLED FURNITURE: No liquid-filled furniture shall be kept on the PREMISES without express written permission of the COUNTY through execution of a Waterbed Agreement signed by TENANTS and COUNTY. COUNTY reserves the right to deny this permission.

10. **HOLD HARMLESS:** TENANTS shall defend, indemnify, save, protect, and hold harmless COUNTY, its officers, and employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, including without limitation all consequential damages from any cause whatsoever, to persons or property, arising directly or indirectly from or connected with this Agreement, including, but not limited to, any act undertaken pursuant to the Agreement, or the TENANTS' use or possession of the PREMISES, save and except claims or litigation arising from the sole negligence or sole willful misconduct of COUNTY, its officers or employees, and, if required by COUNTY, will defend any such actions at the sole cost and expense of the TENANTS.
11. **INSURANCE:** COUNTY will not keep TENANTS' personal property insured against fire, or any other insurable risks, and TENANTS waive the right to claim damages from the COUNTY for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause.

TENANTS waive the right to claim damages from COUNTY for any damage or loss resulting to any property owned by the TENANTS or stored on the PREMISES, in the event that it is damaged, destroyed or lost as a result of fire, theft or any other cause.

TENANTS agree, at no cost to COUNTY, to obtain and maintain during the entire duration of tenancy, Renter's Insurance, including comprehensive liability insurance with a minimum combined single limit coverage of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for all claims or losses due to bodily injury, sickness or disease or death to any person, or damage to PREMISES, including loss of use thereof arising out of each accident or occurrence. Said coverage shall provide for a thirty (30) day written notice to the County of cancellation or lapse. Evidence of such coverage shall be furnished to the County within three (3) days of execution of this Agreement.

12. **NOTICE TO VACATE:** TENANTS agree to vacate said PREMISES at any time within thirty (30) days after receipt of a notice to do so from COUNTY; and failing to vacate as herein provided, agrees that COUNTY, or its authorized agents, may enter upon said PREMISES and remove TENANTS' personal property therefrom and, in this event, TENANTS expressly waive any and all claims for damages against COUNTY, its agents or employees. In addition, TENANTS' rights to relocation benefits, if any, (as set forth in California Government Code Section 7260 et seq. and 42 United States Code section 4601 et seq.) have been explained fully and are understood by TENANTS. TENANTS warrant and represent that TENANTS do not have, nor shall they claim, any further right to relocation benefits arising out of or connected with the occupancy of the PREMISES as TENANTS; and TENANTS knowingly waive any such right or claim. Such waiver does not apply to their benefits as former owners of said PREMISES.
13. **WASTE, QUIET CONDUCT:** TENANTS shall not commit, or suffer to be committed, any waste upon said PREMISES, or any nuisance or other act or thing which may disturb the quiet enjoyment of other residents in the neighborhood.

14. INSPECTION OF PREMISES: COUNTY reserves and shall have the right by its agents or employees to enter on said PREMISES at any and all reasonable times to inspect said PREMISES, after notifying TENANTS at least twenty-four (24) hours in advance of the inspection.

In an emergency, COUNTY may enter the PREMISES at any time without securing prior permission from TENANTS for the purpose of making corrections or repairs to alleviate such emergency.

15. TERMINATION BY COUNTY: COUNTY may terminate this Agreement at any time in the event of a violation on TENANTS' part of any of the terms or conditions herein by giving written notice to TENANTS to surrender possession of the PREMISES.
16. COUNTY'S RIGHT OF ENTRY: TENANTS shall not vacate or abandon the PREMISES at any time during the term of this Agreement. If COUNTY's right of reentry is exercised following abandonment of the PREMISES by TENANTS then COUNTY may consider any personal property belonging to TENANTS and left on the PREMISES to have been abandoned, in which case COUNTY may dispose of all such personal property in any manner it shall deem proper and is hereby expressly relieved of all liability for doing so.
17. WAIVER: The waiver by COUNTY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained.
18. WRITTEN AGREEMENT: Neither party has relied on any promise or representation not contained in this Rental Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This Rental Agreement may be modified only by a writing signed by both parties. The headings of the paragraphs are for convenience only and are not a part of this Rental Agreement; nor shall they be considered in construing the intent of this Rental Agreement.
19. HAZARDOUS SUBSTANCES: TENANTS shall not store, keep, or use hazardous substances on the PREMISES. TENANTS acknowledge that hazardous substances may permanently and materially impair the value and use of real PREMISES.

A "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic," "hazardous", a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

TENANTS agree to defend, save, protect, indemnify and hold COUNTY harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of COUNTY's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of TENANTS' activities, in or around any part of the PREMISES, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any third parties or to any natural resources.

20. PUBLIC USE: TENANTS understand and agree that the property has been acquired for a future public use and will be available as rental property only in the interim between the time of acquisition and its development for public use.
21. SEVERABILITY: The validity or illegality of a provision shall not affect the remainder of the Agreement.
22. TIME IS OF THE ESSENCE of each and all of the terms and provisions of this agreement.

COUNTY OF CONTRA COSTA,
A political subdivision of
the State of California

TENANTS

By: _____
Julia R. Bueren
Public Works Director

By: _____
Ovette Baluyut

RECOMMENDED FOR APPROVAL

By: _____
Daynah Sandoval-Baluyut

By: _____
Karen A. Laws
Principal Real Property Agent

Date: 12/17/10
(Date signed by Tenants)

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Page 1 of 8

_____, California

_____, 2010

District	County	Route	Post Mile	R/W Parcel #
4	CC	4	25.6/31.1	61220

This Right of Way Contract – State Highway ("Agreement") is entered into by and among CONTRA COSTA COUNTY, a political subdivision of the State of California (hereinafter "County"), OVETTE BALUYUT, an unmarried man, THOMAS Y. BALUYUT and CARMELITA BALUYUT, husband and wife (hereinafter "Grantors").

RECITALS

- A. Grantors are the owners of that certain real property, and improvements thereon, located at 2706 E. Tregallas Road, Antioch, California, as more fully described in Exhibit A, the "Property," attached hereto and incorporated herein.
- B. County has commenced pre-litigation condemnation proceedings against Grantors, the purpose of which is to acquire the Property by eminent domain.
- C. In order to avoid the cost and delay that would occur through protracted litigation, and subject to the terms and conditions of this Agreement, Grantors desire to sell the Property to the County and the County desires to purchase the Property from Grantors for highway purposes, a public use for which County has the authority to exercise the power of eminent domain.
- D. The County and Ovette Baluyut and Daynah Sandoval-Baluyut who currently live at the Property ("the Tenants") shall enter into a rental agreement (the "Rental Agreement") by the Close of Escrow. The form of the Rental Agreement is attached hereto as Exhibit B.
- E. Upon the occurrence of the events described herein in Paragraph 6.5.1, the Grantors are entitled to receive a supplemental payment in the amount of \$10,000 (the "Supplemental Payment"). The Supplemental Payment is subject to adjustment as described herein.

The parties therefore agree as follows:

AGREEMENT

- 1. **Effective Date.** This Agreement is conditioned upon approval by the County's Board of Supervisors. This Agreement is effective on the later to occur of (i) the date this Agreement is approved by the County's Board of Supervisors, and (ii) the date this Agreement is executed by all the parties (the "Effective Date").
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Grantors shall sell the Property to the County and the County shall purchase the Property from Grantors.

3. **Purchase Price.** The purchase price for the Property is Four Hundred Thirty-Six Thousand Three Hundred Seventy Five Dollars (\$436,375.00) (the "Purchase Price").
 - 3.1. County shall pay the Purchase Price through Escrow, as defined below, in accordance with section 6 of this Agreement.
 - 3.2. Pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, Grantors shall pay all ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitute a lien on the Property, prorated through the date the Grant Deed (defined below) is recorded.
 - 3.3. Grantors' right to relocation benefits, if any (as set forth in California Government Code section 7260 et seq. and Title 42 in the United States Code, section 4601 et seq.), have been explained fully and are understood by Grantors. The Purchase Price includes full compensation for any relocation payments to which Grantors may be entitled. Grantors warrant and represent that Grantors do not have, nor shall Grantors claim, any further right to relocation benefits arising out of or connected with the acquisition of the Property by the County, and Grantors knowingly waive any such right or claim.
4. **Tenant's Obligations:**
 - 4.1 At the Close of Escrow, the Tenants who have an interest in the Property and the County shall enter into a Rental Agreement which shall only become effective should Tenants not vacate the Property by the final close of Escrow. The Property will be rented to the Tenants "as is" on a month-to-month basis.
 - 4.2. Tenants shall either fully vacate the Property by the Final Close of Escrow or shall perform the Tenants' Obligations in accordance with the Rental Agreement.
 - 4.3. If Tenants do not fully vacate the Property by the Final Close of Escrow, Tenants' performance of the Tenants' Obligations in accordance with the Rental Agreement is one of the events that must occur before the Grantors are entitled to receive the Supplemental Payment.
 - 4.4. The determination of whether the Tenants have satisfied the Tenants' Obligations will be made by the County's Principal Real Property Agent, or her designee, in his or her sole discretion, exercised reasonably.
5. **Conditions to County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
 - 5.1. Grantors' representations and warranties in this Agreement being correct as of the Effective Date and as of the Initial Close of Escrow.
 - 5.2. Grantors' performance of all of Grantors' obligations under this Agreement.
 - 5.3. The vesting of title to the Property in the County by grant deed from Grantors to the County in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the Rental Agreement and approved exceptions Nos. 3, 4 and 5 as shown on the preliminary title report dated November 24, 2010, issued by Fidelity National Title Company (the "Approved Exceptions").

6. **Escrow.** By this Agreement, County, Grantors and Tenants establish an escrow ("Escrow") with Fidelity National Title Company, 502 Sycamore Valley Road West, Danville, California 94526 (the "Title Company"), their Escrow No. 10-334720. The Title Company is authorized to withhold pro rata taxes, liens and assessments on the Property conveyed.
- 6.1. Fees and Title Insurance. The County shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.
- 6.2. Grantors' Deposit into Escrow. On or before the Initial Close of Escrow, as defined below, Grantors shall deliver the following documents into Escrow with the Title Company:
- A. A grant deed, in recordable form and properly executed by Grantors, in a form approved by the County, conveying the Property to the County in fee simple absolute (the "Grant Deed"), subject only to the Approved Exceptions.
 - B. An interspousal transfer deed, in recordable form and properly executed by Daynah Sandoval- Baluyut, spouse of one of the Grantors, in a form approved by the County, conveying any interest held in the property to the Grantor in fee simple absolute (the "Interspousal Transfer Deed"), subject only to the Approved Exceptions.
 - C. Copies of any effective leases, rental agreements, and any other agreements, to which the County has agreed in writing, which are to remain in effect after the County takes title.
 - D. Grantors' affidavits of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] ("FIRPTA Affidavit").
 - E. Grantors' affidavits as contemplated by the Revenue and Taxation Code § 18662 ("Withholding Affidavit").
 - F. An original Rental Agreement, duly executed by Tenants.
- 6.3. Deposit of Purchase Price and Rental Agreement into Escrow by County. Prior to the Initial Close of Escrow, as defined below, the County shall deposit into Escrow:
- A. An amount equal to the sum of the Purchase Price and the Supplemental Payment for a total deposit of \$436,375.
 - B. An original Rental Agreement, duly executed by County.
- 6.4. Initial Close of Escrow. Escrow shall close upon the conveyance of the Property to the County (the "Initial Close of Escrow"). On the Initial Close of Escrow, the Title Company is instructed to do the following:
- A. Record the Interspousal Transfer Deed, releasing all of the rights, title, and interest of the spouse not identified on title in the Property, marked for return to

County, care of Carmen Piña-Sandoval, Real Property Agent for the County (which shall be deemed delivery to the County).

- B. Record the Grant Deed marked for return to the County, care of Carmen Pina-Sandoval, Real Property Agent for the County (which will be deemed delivery to the County).
- C. Issue the Title Policy, if requested to do so by the County.
- D. Prorate taxes, assessments (including all bonds or assessments collected with general or special taxes), rents and other charges as provided by this Agreement.
- E. Disburse the Purchase Price to Grantors, less prorated amounts and charges to be paid by or on behalf of Grantors.
- F. Prepare and deliver to the County and to Grantors one signed copy of the Title Company's initial closing statement showing all receipts and disbursements of the Escrow.
- G. Attach the execution pages for the Rental Agreement signed by County and Tenants to duplicate originals, and deliver a fully executed Rental Agreement to each of County and Tenants at the address specified in Section 13 of this Agreement.
- H. After the Initial Close of Escrow and until the Final Close of Escrow, the Supplemental Payment will be held by Title Company in an interest bearing account. All interest accruing on the Supplemental Payment is to be paid by the Title Company in accordance with Section 6.5.2.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company will notify Grantors and the County and will retain all funds and documents pending receipt of further instructions from the County.

6.5. Final Close of Escrow. At the Final Close of Escrow, (i) the Supplemental Payment, less the Adjustment, as defined in Section 6.5.3, is to be disbursed to Grantors by the Title Company in accordance with this Section 6.5, and (ii) the Adjustment is to be paid to the County in accordance with this Section 6.5.3.

6.5.1. Events Necessary to Release Supplemental Payment. Grantors shall receive the Supplemental payment, less the Adjustment, as soon as practicable following the occurrence of either (a) or (b): (a) Tenant fully vacates the Property prior to the Final Close of Escrow ("Final Close of Escrow"), or (b) (i) Tenants completion of all of the Tenants' Obligations under the Rental Agreement, and (ii) the total amount of the Adjustment has been determined.

6.5.2. Completion of Grantors Obligations. If the events necessary to release Supplemental Payment have been satisfied, on the Final Close of Escrow the Title Company is instructed to disburse the Supplemental Payment, less any prorated amounts and charges to be paid by or on behalf of Grantors, and including all interest accrued thereon, to Grantors.

6.5.3. Adjustment to Supplemental Payment. Interest that has accrued on the \$10,000 Supplemental Payment is to be paid by the Title Company as follows: the interest on that portion paid to the Grantors (the Supplemental Payment less the Adjustment) will be paid to the Grantors, and the interest on that portion paid to the County (the Adjustment) will be paid to the County.

6.5.4. Notwithstanding the foregoing, in no event will the Adjustment exceed the amount of the Supplemental Payment.

6.5.5. Final Closing Statement. At the Final Close of Escrow, the Title Company is to prepare and deliver to County and Grantors one signed copy of the Title Company's final closing statement showing all receipts and disbursements of the Purchase Price, the Supplemental Payment and the Adjustment effective as of the Final Close of Escrow.

7. **County's Right to Enter the Property.** Upon County Board approval of this Agreement, the County's agents, contractors and employees have the right to enter on the property for the purposes of the County, including but not limited to surveys, studies, and conducting soils tests for asbestos and lead containing materials from various exterior and interior surfaces of the building. The right to enter may also include a scheduled on-site pre-bid demolition conference.

8. **Grantors' Representations and Warranties.** Grantors make the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by County. Grantors represent and warrant to the County that as of the date of this Agreement and as of the Initial Close of Escrow:

8.1. Marketable Title. Grantors are the owner of the Property and have marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exceptions. Commencing with the full execution of this Agreement by all parties and until the Initial Close of Escrow, Grantors shall not permit any liens, encumbrances or easements to be placed on the Property other than the Approved Exceptions, nor shall Grantors enter into any agreement that affects the Property that binds the County after the Initial Close of Escrow without the prior written consent of the County.

8.2. Condition of Property. To the best of Grantors' knowledge, Grantors have disclosed to the County all information, records and studies maintained by Grantors in connection with the Property concerning hazardous substances. Grantors are not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. Any information that Grantors have delivered to the County either directly or through Grantors' agents is accurate and Grantors have disclosed all material facts with respect to the Property.

8.3. Other Matters Affecting Property. To the best of Grantors' knowledge, (i) there are not presently any actions, suits, or proceedings pending or threatened against or affecting the Property or the interest of Grantors in the Property or its use that would affect Grantors' ability to consummate the transaction contemplated by this Agreement, (ii) there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property, and (iii) there are not presently any pending or threatened

condemnation, eminent domain or similar proceedings affecting the Property, except for the eminent domain proceeding threatened by County and identified in Recital B and C, and Section 8.4 of this Agreement. Grantors shall promptly notify County of any of these matters arising in the future.

- 8.4 Dismissal of Eminent Domain Action. Grantors agree and consent to the dismissal of any eminent domain action in the Superior Court wherein the Property is included. Grantors waive any and all claims to any money that may now be on deposit in said action and any rights it may have to attorneys fees and litigation costs under the Eminent Domain Law (Code of Civil Procedure section 1230.010 et seq.) or otherwise, including but not limited to rights under Code of Civil Procedure section 1268.610.
- 8.5 Grantors' Authority. This Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Grantors; are binding obligations of the Grantors; and are collectively sufficient to transfer all of Grantors' rights to the Property.
- 8.6. "To the best of Grantors' knowledge" means the actual knowledge of Ovette Baluyut, Thomas Y. Baluyut and Carmelita Baluyut, without any duty of inquiry.

In addition to any other remedies that may be available to the County as the result of a breach of any of the foregoing warranties or representations, Grantors agree to defend and hold the County harmless and reimburse the County for any and all loss, cost, liability, expense, damage or other injury, including without limitation, attorneys fees, incurred by reason of, or in any manner resulting from the breach of any of the warranties and representations contained in this Agreement and all third party claims arising out of or related to any facts or circumstances with respect to the period prior to the Initial Close of Escrow.

9. **County's Representations and Warranties.** The Director of Public Works, on behalf of the County, warrants that, upon approval of this Agreement by the County's Board of Supervisors, this Agreement constitutes a binding obligation of the County.
10. **Investigations and As-Is Sale.** County is purchasing the Property based upon its own investigations and agrees to purchase the Property "As-Is" and to assume all risk, known or unknown, suspected or unsuspected with respect to the Property.
11. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
12. **Assignment and Successors.** The Grantors may not assign their rights and liabilities under this Agreement. The County has the right to assign all of its rights and liabilities under this Agreement to any party. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

13. **Notices.** The parties shall send all notices required or permitted under this Agreement in writing by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

Grantors: Ovette Baluyut
Thomas Y. Baluyut & Carmelita Baluyut
2706 E. Tregallas Road
Antioch, CA 94509
Telephone: 925-216-2485 (Ovette's cell)

County: Contra Costa County
Public Works Department
Attention: C. Pina-Sandoval, Real Property Division
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2012/Facsimile: 925-646-0288

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier, or (iii) three days after being deposited in the United States Postal system.

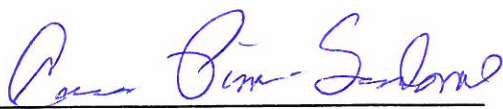
14. **Entire Agreement.** This Agreement and the Rental Agreement contain the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, are superseded by this Agreement and the Rental Agreement. The performance of this Agreement constitutes the entire consideration for said documents and will relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. Grantors have no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the County, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of County's acquisition of the subject property and Grantors agree never to assert such a claim.
15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement is not to be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement. The Recitals are, and are enforceable as, a part of this Agreement.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

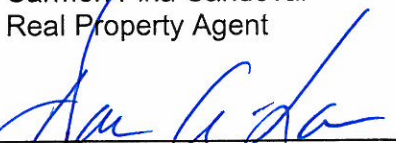
17. **Waiver.** A waiver or breach of any covenant or provision in this Agreement is not a waiver of any other covenant or provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party
18. **Severability.** If any term or provision of this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement will not be affected.
19. **Governing Law and Venue.** The laws of the State of California govern all matters arising out of this Agreement. The venue of any litigation pertaining to this Agreement will be Contra Costa County, California.

CONTRA COSTA COUNTY

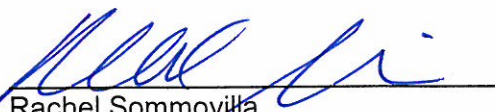
By: _____
Julia R. Bueren
Director of Public Works

Recommended for Approval:

By: 
Carmen Pina-Sandoval
Real Property Agent

By: 
Karen A. Laws
Principal Real Property Agent

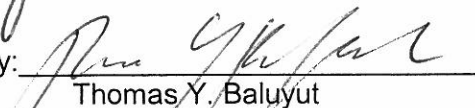
Approved as to Form:
County Counsel

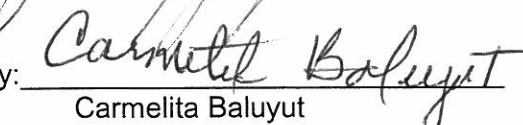
By: 
Rachel Sommovilla
Deputy County Counsel

Date: _____
(Date of Board Approval)

GRANTORS

By: 
Ovette Baluyut

By: 
Thomas Y. Baluyut

By: 
Carmelita Baluyut

Date: Dec 17 2010
(Date signed by Grantors)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description of Property
Exhibit B - Form of Rental Agreement

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel C, as shown on the parcel map filed September 4, 1989 in Book 89 of Parcel Maps, page 4, Contra Costa County Records.

APN: 068-151-017

EXHIBIT "B"

Names: Ovette Baluyut and Daynah Sandoval-Baluyut
Address: 2706 E. Tregallas Road
City: Antioch, CA 94509

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RENTAL AGREEMENT

This Agreement is hereby executed in duplicate on _____, by and between CONTRA COSTA COUNTY hereinafter designated as "COUNTY," and the undersigned, designated as "TENANTS," who hereby agree to rent property owned by COUNTY, described as follows: 2706 E. Tregallas, Road, Antioch, CA 94509, Assessor's Parcel No. 068-151-017, designated as "PREMISES".

TENANTS hereby jointly and severally approve, agree, and consent to the following terms and conditions:

1. TERM: The term of this tenancy shall be month to month, commencing at the close of escrow number 10-334720-DH held with Fidelity National Title Company, 501 Sycamore Valley Road West, Danville, CA 94526 and continuing through the vacation of the PREMISES by TENANTS. The tenancy shall terminate on June 30, 2011, if not terminated earlier in accordance with the termination and vacation provisions of this agreement.
2. RENT: The rent for the use of the above PREMISES shall be as follows:

Close of escrow through March 31, 2011:	\$0.00
April 1, 2011 through vacation:	\$2,500.00/month

TENANTS agree that said rent will be paid from the \$10,000 held in escrow with Fidelity Title Company each calendar month as long as tenancy continues. Once TENANTS vacate the PREMISES a check or money order with the prorated amount, if applicable, should be made by Fidelity National Title Company payable to CONTRA COSTA COUNTY and mailed to:

CONTRA COSTA COUNTY
Public Works Department
Attention: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

3. UTILITIES: TENANTS shall pay promptly when due all gas, electric; water, garbage and other utility bills applicable to the PREMISES during TENANTS' occupation and TENANTS shall save COUNTY harmless therefrom.
4. REPAIRS AND MAINTENANCE: The PREMISES are rented on an "AS IS" basis. TENANTS acknowledge that, as of the commencement of this Agreement, the PREMISES are in a condition fit for human occupation and in a clean and tenantable condition.

TENANTS shall keep PREMISES in a clean, decent, safe, and sanitary condition, free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. TENANTS shall maintain and repair the interior and exterior of the PREMISES including, but not limited to, windows, plumbing, and electrical lighting and wiring. TENANTS shall maintain landscaping and perform weed abatement to the demised PREMISES.

TENANTS shall not charge to the COUNTY the cost of any repair work performed or ordered done by the TENANTS without the express prior written approval of the COUNTY to do so.

TENANTS shall take every care to prevent fires and not keep gasoline, solvents or other combustible materials or substances on the PREMISES. In the event that the PREMISES are destroyed by fire, this Agreement shall immediately terminate. TENANTS shall not allow non-operating vehicles or parts thereof to remain on the PREMISES.

5. SUBLETTING: TENANTS shall not assign this tenancy or any interest therein and shall not sublet said PREMISES or any part thereof. Any such assignment or subletting without the COUNTY's consent shall be void and shall, at COUNTY's option, terminate this tenancy.
6. ALTERATIONS: TENANTS agree not to make or suffer any alterations to be made in or on said PREMISES without first obtaining the written consent of COUNTY.
7. TERMINATION BY TENANTS: TENANTS will give the COUNTY fifteen (15) days written notice of intention to move or vacate the PREMISES. Upon vacating, Tenants agree to leave same in a neat, clean, orderly condition, allowing, of course, for ordinary and normal usage during occupancy; and to reimburse COUNTY for any damage done to said PREMISES caused by TENANTS' occupancy or tenancy, other than that due to normal use. Upon vacating, TENANTS agree to restore PREMISES to the same or better condition.
8. USE OF PREMISES: TENANTS agree to subscribe to an authorized garbage disposal service on a weekly basis. TENANTS will keep and maintain PREMISES and all landscaping in a neat, clean, and orderly condition at all times during occupancy, and not permit rubbish, garbage, weeds, etc., to accumulate at any time; nor commit, suffer or permit any waste of said PREMISES or any acts to be done in violation of any laws or ordinances; nor use or permit the use of said PREMISES for any illegal or immoral purposes, including but not limited to illegal use or sale of drugs. TENANTS shall comply with all State laws and local ordinances concerning said PREMISES and the use thereof.

TENANTS agree not to support, permit or maintain any nuisance on/or about any part of the PREMISES. TENANTS further agree to conduct and cause other persons who are on the PREMISES with his consent to conduct themselves in a manner, which will not disturb his neighbors' peaceful enjoyment of their accommodations and which will be conducive to maintaining the PREMISES in a decent, safe, and sanitary condition.

9. LIQUID-FILLED FURNITURE: No liquid-filled furniture shall be kept on the PREMISES without express written permission of the COUNTY through execution of a Waterbed Agreement signed by TENANTS and COUNTY. COUNTY reserves the right to deny this permission.

10. **HOLD HARMLESS:** TENANTS shall defend, indemnify, save, protect, and hold harmless COUNTY, its officers, and employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, including without limitation all consequential damages from any cause whatsoever, to persons or property, arising directly or indirectly from or connected with this Agreement, including, but not limited to, any act undertaken pursuant to the Agreement, or the TENANTS' use or possession of the PREMISES, save and except claims or litigation arising from the sole negligence or sole willful misconduct of COUNTY, its officers or employees, and, if required by COUNTY, will defend any such actions at the sole cost and expense of the TENANTS.
11. **INSURANCE:** COUNTY will not keep TENANTS' personal property insured against fire, or any other insurable risks, and TENANTS waive the right to claim damages from the COUNTY for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause.

TENANTS waive the right to claim damages from COUNTY for any damage or loss resulting to any property owned by the TENANTS or stored on the PREMISES, in the event that it is damaged, destroyed or lost as a result of fire, theft or any other cause.

TENANTS agree, at no cost to COUNTY, to obtain and maintain during the entire duration of tenancy, Renter's Insurance, including comprehensive liability insurance with a minimum combined single limit coverage of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for all claims or losses due to bodily injury, sickness or disease or death to any person, or damage to PREMISES, including loss of use thereof arising out of each accident or occurrence. Said coverage shall provide for a thirty (30) day written notice to the County of cancellation or lapse. Evidence of such coverage shall be furnished to the County within three (3) days of execution of this Agreement.

12. **NOTICE TO VACATE:** TENANTS agree to vacate said PREMISES at any time within thirty (30) days after receipt of a notice to do so from COUNTY; and failing to vacate as herein provided, agrees that COUNTY, or its authorized agents, may enter upon said PREMISES and remove TENANTS' personal property therefrom and, in this event, TENANTS expressly waive any and all claims for damages against COUNTY, its agents or employees. In addition, TENANTS' rights to relocation benefits, if any, (as set forth in California Government Code Section 7260 et seq. and 42 United States Code section 4601 et seq.) have been explained fully and are understood by TENANTS. TENANTS warrant and represent that TENANTS do not have, nor shall they claim, any further right to relocation benefits arising out of or connected with the occupancy of the PREMISES as TENANTS; and TENANTS knowingly waive any such right or claim. Such waiver does not apply to their benefits as former owners of said PREMISES.
13. **WASTE, QUIET CONDUCT:** TENANTS shall not commit, or suffer to be committed, any waste upon said PREMISES, or any nuisance or other act or thing which may disturb the quiet enjoyment of other residents in the neighborhood.

14. **INSPECTION OF PREMISES:** COUNTY reserves and shall have the right by its agents or employees to enter on said PREMISES at any and all reasonable times to inspect said PREMISES, after notifying TENANTS at least twenty-four (24) hours in advance of the inspection.

In an emergency, COUNTY may enter the PREMISES at any time without securing prior permission from TENANTS for the purpose of making corrections or repairs to alleviate such emergency.

15. **TERMINATION BY COUNTY:** COUNTY may terminate this Agreement at any time in the event of a violation on TENANTS' part of any of the terms or conditions herein by giving written notice to TENANTS to surrender possession of the PREMISES.
16. **COUNTY'S RIGHT OF ENTRY:** TENANTS shall not vacate or abandon the PREMISES at any time during the term of this Agreement. If COUNTY's right of reentry is exercised following abandonment of the PREMISES by TENANTS then COUNTY may consider any personal property belonging to TENANTS and left on the PREMISES to have been abandoned, in which case COUNTY may dispose of all such personal property in any manner it shall deem proper and is hereby expressly relieved of all liability for doing so.
17. **WAIVER:** The waiver by COUNTY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained.
18. **WRITTEN AGREEMENT:** Neither party has relied on any promise or representation not contained in this Rental Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This Rental Agreement may be modified only by a writing signed by both parties. The headings of the paragraphs are for convenience only and are not a part of this Rental Agreement; nor shall they be considered in construing the intent of this Rental Agreement.
19. **HAZARDOUS SUBSTANCES:** TENANTS shall not store, keep, or use hazardous substances on the PREMISES. TENANTS acknowledge that hazardous substances may permanently and materially impair the value and use of real PREMISES.

A "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic," "hazardous", a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

TENANTS agree to defend, save, protect, indemnify and hold COUNTY harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of COUNTY's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of TENANTS' activities, in or around any part of the PREMISES, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any third parties or to any natural resources.

20. PUBLIC USE: TENANTS understand and agree that the property has been acquired for a future public use and will be available as rental property only in the interim between the time of acquisition and its development for public use.
21. SEVERABILITY: The validity or illegality of a provision shall not affect the remainder of the Agreement.
22. TIME IS OF THE ESSENCE of each and all of the terms and provisions of this agreement.

COUNTY OF CONTRA COSTA,
A political subdivision of
the State of California

TENANTS

By: _____
Julia R. Bueren
Public Works Director

By: _____
Ovette Baluyut

RECOMMENDED FOR APPROVAL

By: _____
Daynah Sandoval-Baluyut

By: _____
Karen A. Laws
Principal Real Property Agent

Date: _____
(Date signed by Tenants)

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 3, 2011



**Contra
Costa
County**

Subject: Approving Deferred Improvement Agreement along Arthur Road for Land Use Permit 10-02027

RECOMMENDATION(S):

ADOPT Resolution No. 2011/21 approving Deferred Improvement Agreement along Arthur Road for Land Use Permit LP 10-02027, (APN 380-051-009), Martinez area. (District II)

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

The Deferred Improvement Agreement is required per Condition of Approval No. 25 of Land use Permit LP 10-02027.

CONSEQUENCE OF NEGATIVE ACTION:

The Deferred Improvement Agreement will not be recorded.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: J. LaRocque, 313-2315

Chair of the Board of
Supervisors

By: , Deputy

cc: C. Sumpter, Current Planning, M. Sinz, Eng. Services

Recorded at the request of: Board of Supervisors

Return To: Public Works Engineering Services

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2011/21

Approving Deferred Improvement Agreement along Arthur Road for Land Use Permit LP 10-02027, (APN 380-051-009), Martinez area. (District II)

The Public Works Director has recommended that she be authorized to execute a Deferred Improvement Agreement with Pat and Lou Ann Crowe, as required by the Conditions of Approval for Land Use Permit LP 10-02027. This agreement would permit the deferment of construction of permanent improvements along Arthur Road in the Martinez area.

IT IS BY THE BOARD RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: J. LaRocque, 313-2315

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: C. Sumpter, Current Planning, M. Sinz, Eng. Services

Recorded at the request of:
Contra Costa County
Public Works Department
Engineering Services Division
Return to:
Public Works Department
Engineering Services Division
Records Section

Area: Martinez
Road: Arthur Road
Co. Road No: 3681
Project: LP10-2027
APN: 380-051-009

DEFERRED IMPROVEMENT AGREEMENT
(Project: LP10-2027)

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY
Julia R. Bueren, Public Works Director

OWNER: (See note below)
Pat and Lou Ann Crowe

By: _____

(signature) _____

RECOMMENDED FOR APPROVAL:

By: Joseph S. Sapp
Engineering Services Division

(signature) _____

FORM APPROVED: Victor J. Westman, County Counsel

(NOTE: This document is to be acknowledged with signatures as they appear on deed of title. If Owner is incorporated, signatures must conform with the designated representative groups pursuant to Corporations Code §313.)

(see attached notary)

1. PARTIES. Effective on _____, the **County of Contra Costa**, hereinafter referred to as "County" and Pat and Lou Ann Crowe hereinafter referred to as "Owner" mutually agree and promise as follows:
2. PURPOSE. Owner desires to develop the property described in Exhibit "A" attached hereto and wishes to defer construction of permanent improvements, and County agrees to such deferment if Owner constructs improvements as herein promised.
3. AGREEMENT BINDING ON SUCCESSORS IN INTEREST. This agreement is an instrument affecting the title or possession of the real property described in Exhibit "A." All the terms, covenants and conditions herein imposed are for the benefit of County and the real property or interest therein which constitutes the County road and highway system and shall be binding upon and inure to the benefit of the land described in Exhibit "A" and the successors in interest of Owner. Upon sale or division of the property described in Exhibit "A", the terms of this agreement shall apply separately to each parcel, and the owner of each parcel shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any city, Owner, or those who succeed him as owner of the property described in Exhibit "A," shall fulfill all the terms of this agreement upon demand by such city as though Owner had contract with such city originally. Any annexing city shall have all rights of a third party beneficiary.

4. STREET AND DRAINAGE IMPROVEMENTS:

A. The improvements set forth in this section may be deferred by Owner and shall be constructed when required in the manner set forth in this agreement. The deferred improvements required by County Department of Public Works are generally described on Exhibit "B" attached hereto. Each of said improvements relate to the use, repair, maintenance or improvement of, or payment of taxes, special assessments or fees on, the property described in Exhibit "A."

B. When County Public Works Director determines that there is no further reason to defer construction of the improvements because their construction is necessary for the public health, welfare and safety and/or is necessary to the orderly development of the surrounding area, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the property as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by Owner, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each Owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payments must be made.

5. PERFORMANCE OF THE WORK. Owner shall perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and shall submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice given by the Director of Public Works and to notify the County at least 48 hours prior to start of work. In the event Owner or his successor(s) in interest fails to construct any of the improvements required under this agreement, County may, at its option, do the work. A lien is hereby created on all property described in Exhibit "A" for the cost of such work. If County sues to compel performance of this agreement, to recover the cost of completing the improvements or to enforce the aforementioned lien, Owner shall pay all reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by County in connection therewith, and said attorney's fees, costs and other expenses shall also become a lien on the property described in Exhibit "A". If the property described in Exhibit "A" is subdivided at the time said liens are imposed, the amount of said liens shall be divided proportionately among the various parcels. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct the improvements covered by this agreement.

6. JOINT COOPERATIVE PLAN. Upon notice by County, Owner agrees to cooperate with other property owners, the County, and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvement district, if this method is feasible to secure the installation and construction of the improvements.

7. REVIEW OF REQUIREMENTS. If Owner disagrees with the requirements set forth in any notice to commence installation of improvements, he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The decision of this Board shall be binding upon both County and Owner.

8. ACCEPTANCE OF IMPROVEMENTS. County agrees to accept those improvements specified in Exhibit "B" which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors. Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

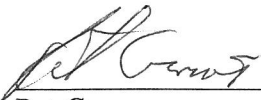
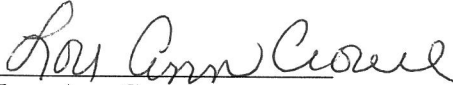
9. BONDS. Prior to County approval of improvement plans, Owner may be required to execute and deliver to the County a faithful performance bond and a payment bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

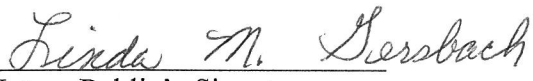
10. INSURANCE. Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called for herein a separate policy of insurance in a form and amount acceptable to County.

11. INDEMNITY. Owner shall defend, indemnify and save harmless the County, its officers, agents and employees, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of Owner, his developer, contractors, subcontractors, employees, agents, or anyone directly or indirectly employed by any of them, or arising in any way from work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or non-use of temporary drainage facilities, or the performance or nonperformance of the work. This provision shall not be deemed to require the Owner to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants, or independent contractors who are directly responsible to the County.

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on 12-3-10 by
PAT CROWE and LOU ANN CROWE.

 and 
Pat Crowe Lou Ann Crowe


Notary Public's Signature

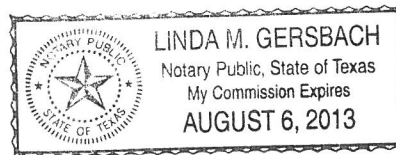


EXHIBIT "A"

All that real property situated in the County of Contra Costa, State of California, described as follows:

All of Parcel/Lot 4 (APN 380-051-009) as shown on the Final Map of The Hirshfield Tract, on file at the County Recorder's Office as follows:

Date: May, 4, 1949

Book: 37

Page: 27

EXHIBIT "B"

IMPROVEMENTS

Improvements required by Contra Costa County Department of Conservation and Development and the County Ordinance Code as a condition of approval for the above-referenced development are located along Arthur Road for Parcel/Lot 4, described in Exhibit "A":

1. Approximately 60 feet linear feet of curb, face of curb located 10 feet from the right of way line.
2. Approximately 60 feet linear feet of 4.5-foot sidewalk, width measured from curb face, built monolithic with the curb.
3. Approximately 450 square feet of street paving to pave between the existing pavement and the lip of gutter.
4. Necessary longitudinal and transverse drainage.
5. Necessary street lights. The final number and location of the lights will be determined by the County Public Works Department.
6. Temporary conforms for paving and drainage as may be necessary at the time of construction.
7. Submit improvement plans to the Public Works Department, Engineering Services Division, for review; pay an inspection and plan review fee and applicable lighting fee.

CONSTRUCTION

Any necessary relocation of utility facilities shall be the responsibility of the owner or his agent.

The construction of the above deferred improvements shall begin as outlined in Item 4B of the agreement or when either of the following occurs:

1. Arthur Road is constructed to its ultimate planned width by the County or by an assessment district.
2. Frontage improvements are constructed adjacent to the subject property.

It is the intent at this time that the "pro rata basis" of costs, as specified in Item 4B of the agreement, shall mean that the owners of the parcel shall pay all (100%) of the costs.

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 3, 2011



**Contra
Costa
County**

Subject: Accepting Offer of Dedication for Roadway Purposes, for Land Use Permit LP 10-02027, for project being developed by Pat and Lou Ann Crowe

RECOMMENDATION(S):

ADOPT Resolution No. 2011/22 accepting Offer of Dedication for Roadway Purposes, for Land Use Permit LP 10-02027, for project being developed by Pat and Lou Ann Crowe, as recommended by the Public Works Director, Martinez area. (District II)

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

Offer of Dedication for Roadway Purposes is required per Condition of Approval No. 29 of Land Use Permit LP 10-02027.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Roadway Purposes will not be recorded.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE 

Contact: J. LaRocque, 313-2315

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: M. Sinz, Eng. Services, C. Sumpter, Current Planning

Recorded at the request of: Board of Supervisors

Return To: Public Works Engineering Services

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2011/22

Accepting Offer of Dedication for Roadway Purposes, for Land Use Permit LP 10-02027, for project being developed by Pat and Lou Ann Crowe, as recommended by the Public Works Director, Martinez area. (District II)

IT IS BY THE BOARD RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT Offer of Dedication For Roadway Purposes

REFERENCE LP 10-02027

GRANTOR Pat and Lou Ann

Crowe

AREA Martinez

DISTRICT II

APN 380-051-009

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: J. LaRocque, 313-2315

By: , Deputy

cc: M. Sinz, Eng. Services, C. Sumpter, Current Planning

Recorded at the request of:

Contra Costa County
Board of Supervisors

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: Martinez

Road: Arthur Road

Co. Road No.: 3681

Development No.: LP10-2027

APN: 380-051-009

OFFER OF DEDICATION - ROAD PURPOSES

Pat and Lou Ann Crowe, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for street, highway landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **Contra Costa County** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

The undersigned executed this instrument on 12-3-10.

(Signature)


Pat Crowe


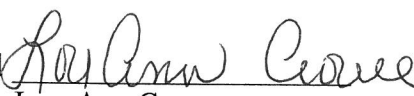
(Signature)

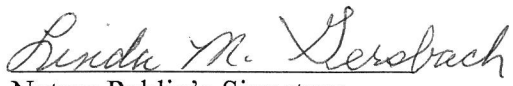

Lou Ann Crowe

(See attached notary)

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on 12-3-10 by
PAT CROWE and LOU ANN CROWE.

 and 
Pat Crowe Lou Ann Crowe


Notary Public's Signature

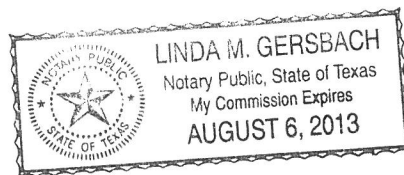


EXHIBIT B
LEGAL DESCRIPTION

Real property situated in an unincorporated area of Contra Costa County, State of California, described as follows:

Portion of Lot 4, as said lot is shown on the Map of "THE HIRSHFIELD TRACT", filed May 4, 1949, in Book 37 of Maps, Pages 27 and 28, in the Office of Contra Costa County Recorder; being the most northwestern 5.00 feet wide strip of land laying southeasterly of and contiguous to southeasterly right-of-way line of Arthur Road as said Road is shown on the abovementioned Map of "THE HIRSHFIELD TRACT"

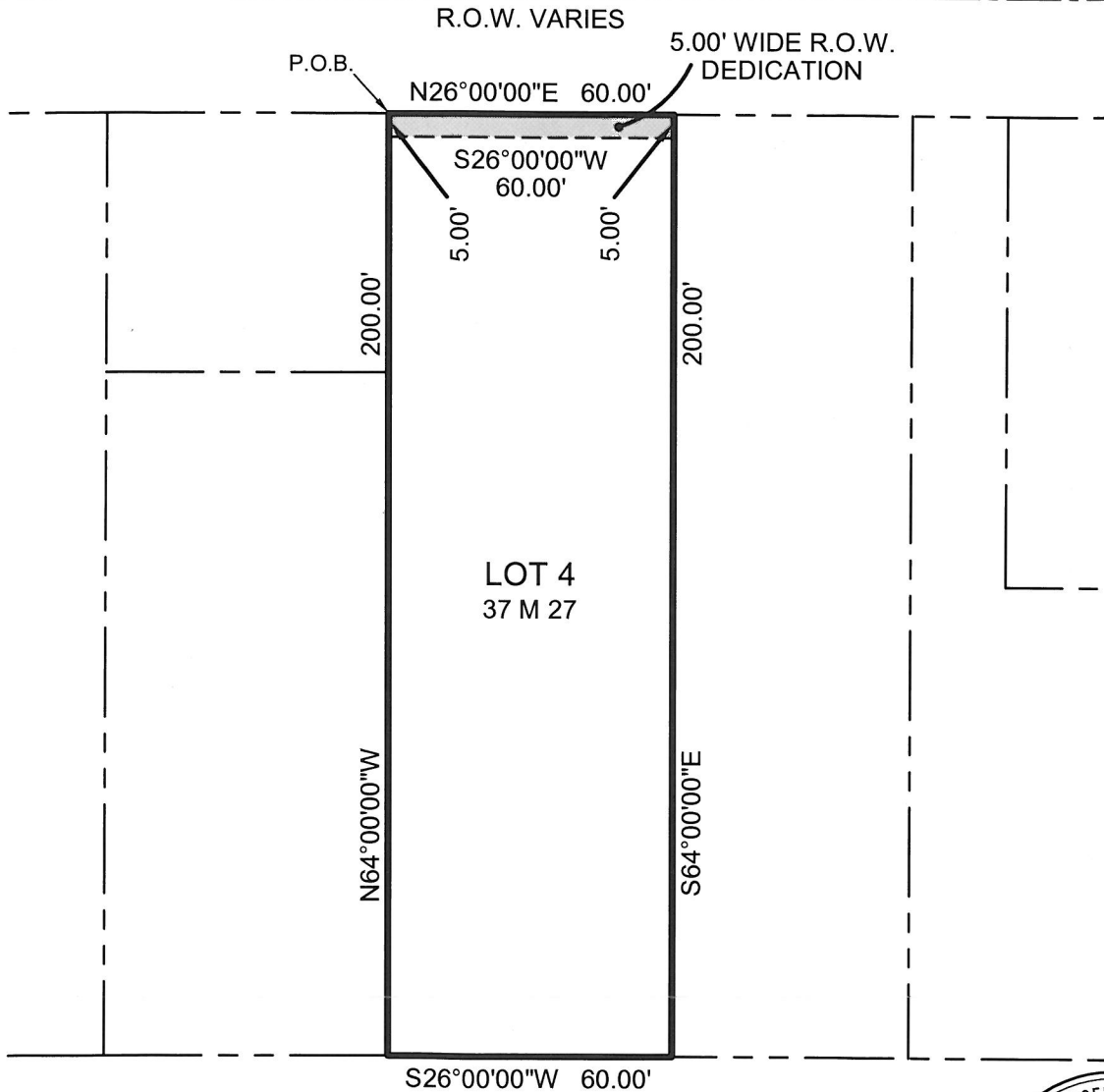
Containing 300 square feet more or less.

- This real property description has been prepared by me or under my direction, in conformance with the professional land surveyors' act.



M. S. Nashashibi

ARTHUR ROAD



IZZAT S. NASHASHIBI

R.C.E. 29528



HUMANN COMPANY INC.

ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

EXHIBIT "B"

PLAT MAP

111 ARTHUR ROAD, MARTINEZ

APN: 380-051-009

CONTRA COSTA COUNTY, CA

SCALE 1"=40'

DATE 12/09/10

BY H. N.

JOB NO. 10116

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 3, 2011



**Contra
Costa
County**

**Subject: Accepting completion of improvements for Subdivision Agreement (Right-of-Way Landscaping)
for PA 05-00028 (cross-reference SD 99-08331)**

RECOMMENDATION(S):

ADOPT Resolution No. 2011/24 accepting completion of improvements for Subdivision Agreement (Right-of-Way Landscaping) for Park Improvement Agreement PA 05-00028 (cross-reference Subdivision SD 99-08331), being developed by Danville Tassajara Partners, LLC, as recommended by the Public Works Director, Danville area. (District III)

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

The developer has completed the landscape improvements (street trees) per the Subdivision Agreement (Right-of-Way Landscaping), and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: J. LaRocque, 313-2315

Chair of the Board of
Supervisors

By: , Deputy

cc: M. Sinz, Eng. Services, J. Capozzo, Eng. Services, M. Mann, Finance

Recorded at the request of: Board of Supervisors

Return To: Public Works Engineering Services

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2011/24

Accepting completion of improvements for Subdivision Agreement (Right-of-Way Landscaping) for Park Improvement Agreement PA 05-00028 (cross-reference Subdivision SD 99-08331), being developed by Danville Tassajara Partners, LLC, as recommended by the Public Works Director, Danville area. (District III)

The Public Works Director has notified this Board that the Right-of-Way Landscaping improvements for PA 05-00028 (cross-reference SD 99-08331) have been completed as provided in the Subdivision Agreement with Danville Tassajara Partners, LLC, heretofore approved by this Board.

NOW THEREFORE BE IT RESOLVED that the landscape improvements have been COMPLETED as of January 18, 2011 thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement (Right-of-Way Landscaping):

DATE OF AGREEMENT NAME OF BANK/SURETY August 2, 2005 The Continental Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$154,950.00, Bond No. 929367265 issued by the above surety be RETAINED for the six month lien guarantee period until July 18, 2011, at which time the Clerk of the Board is AUTHORIZED to release the surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the \$3,100.00 cash security for performance (Auditor's Deposit Permit No. 447192, dated June 30, 2005) plus interest in accordance with Government Code Section 53079, if appropriate, to Danville Tassajara Partners, LLC pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No.929367265, dated May 23, 2005, are exonerated.

Contact: J. LaRocque, 313-2315

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: M. Sinz, Eng. Services, J. Capozzo, Eng. Services, M. Mann, Finance

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 3, 2011



**Contra
Costa
County**

Subject: Approving reduction of performance bond amount, for Road Improvement Agreement RA 09-01245 (cross-reference SD 07-08970)

RECOMMENDATION(S):

ADOPT Resolution No. 2011/23 approving reduction of performance bond amount, for Road Improvement Agreement RA 09-01245 (cross-reference Subdivision SD 07-08970), San Ramon (Dougherty Valley) area. (District III)

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

In accordance with provisions of AB 1460, developer has requested reduction of bond amount for improvements that have been installed but not yet accepted as complete.

CONSEQUENCE OF NEGATIVE ACTION:

Bond amount reduction will not be approved.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:
January 18, 2011**

RECUSE



Contact: J. LaRocque, 313-2315

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: M. Mann, Finance, M. Sinz, Eng. Services, T. Rhys, Construction, C. Sumpter, Current Planning

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2011/23

Approving reduction of performance bond amount, for Road Improvement Agreement RA 09-01245 (cross-reference Subdivision SD 07-08970), San Ramon (Dougherty Valley) area. (District III)

Under Assembly Bill No. 1460 (Section 66499.7 of the Government Code), security furnished by developers to a public entity may be reduced, following written notice from the developer, to an amount that covers the cost of the remaining work.

The Public Works Director has notified this Board that a portion of the improvements in RA 09-01245 (cross-reference SD 07-08970) has been completed as provided in the Road Improvement Agreement with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp., heretofore approved by the Board in conjunction with the filing of the Subdivision Map.

NOW THEREFORE BE IT RESOLVED that the performance and guarantee surety for Road Improvement Agreement RA 09-01245 approved by the Board on April 13, 2010, is hereby REDUCED to \$260,555.00, Bond Rider No. 929493848 dated December 13, 2010 issued by The Continental Insurance Company be RETAINED until further action by this Board.

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$877,500.00, Bond No. 929493848 issued by The Continental Insurance Company be RETAINED until further action by this Board.

BE IT FURTHER RESOLVED that the \$18,000.00 cash bond (Auditor's Permit No. 546040 dated March 18, 2010), deposited by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp., be RETAINED until further action by this Board.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: J. LaRocque, 313-2315

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: M. Mann, Finance, M. Sinz, Eng. Services, T. Rhys, Construction, C. Sumpter, Current Planning



RA-1245 (XREF SUB 07-8970)
Gale Ranch III

INCREASE - DECREASE RIDER

TO BE ATTACHED TO and form part of Bond Number 929 493 848 issued by the
The Continental Insurance Company
Surety, on behalf of Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp. of
Milpitas, CA, hereinafter referred
to as the Principal, and in favor of County of Contra Costa
of Martinez, CA, hereinafter
referred to as the Oblige, effective the 5th day of March, 2010.

IN CONSIDERATION of the premium charged for the attached bond and other good and valuable consideration it
is understood and agreed that effective the 13th day of December, 2010, and
subject to all the terms, conditions and limitations of the attached bond, the penal sum thereof shall be and the
same is hereby ****DECREASED**** from the sum of
One Million Seven Hundred Thirty Seven Thousand No/100*** Dollars (\$ 1,737,000.00***), to the
sum of Two Hundred Sixty Thousand Five Hundred Fifty No/100*** Dollars (\$ 260,550.00***).

IT IS FURTHER UNDERSTOOD and agreed that subject to all the terms, conditions and limitations of the
attached bond, the aggregate liability of the Surety for any loss occurring prior to said date shall not exceed the
sum of One Million Seven Hundred Thirty Seven Thousand No/100*** Dollars (\$ 1,737,000.00***),
or for any loss occurring subsequent to said date shall not exceed the sum of
Two Hundred Sixty Thousand Five Hundred Fifty No/100*** Dollars (\$ 260,550.00***).

In no event, however, shall the aggregate liability of the Surety exceed the larger of the aforementioned sums, it
being the intent hereof to preclude cumulative liability.

SIGNED, SEALED AND DATED this 13th day of December, 2010

Accepted By:

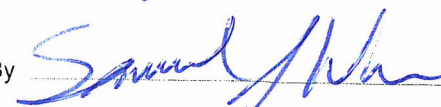
County of Contra Costa

Shapell Homes, a Division of Shapell Industries, Inc.,
A Delaware Corp.

(Principal)

By _____

By  (Seal)

By  (Seal)

The Continental Insurance Company

(Surety)

By  (Seal)
Pamela L. Stocks, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela L Stocks, Beverly A Hall, Sandra V Hanner, Gina O'Shea, Individually

of Sherman Oaks, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

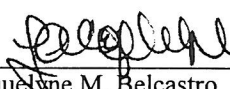
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 8th day of October, 2009.



The Continental Insurance Company

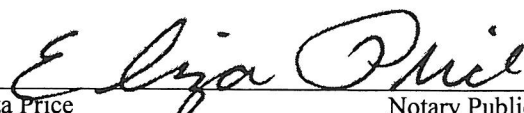

Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 8th day of October, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires September 17, 2013

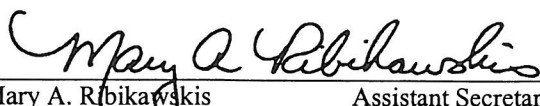

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13th day of December, 2010.



The Continental Insurance Company


Mary A. Ribikawskis Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

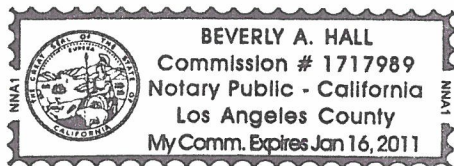
On December 13, 2010 before me, Beverly A. Hall, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Pamela L. Stocks

Name(s) of Signer(s)



Notary Seal

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) 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

Beverly A. Hall

Signature of Notary Public

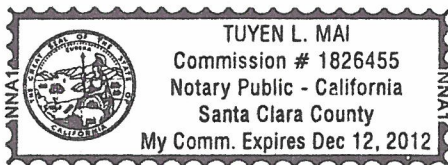
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

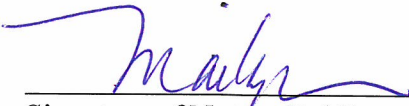
County of Santa Clara

On **December 17, 2010**, before me, **Tuyen L. Mai**, Notary Public personally appeared **Robert D. Moore and Samuel S. Worden** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.



Signature of Notary Public

Optional Information

Title or Type of Document: **Increase-Decrease Rider (Bond# 929-493-848)**

To: Flood Control District Board of Supv

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: December 2, 2010



**Contra
Costa
County**

Subject: Funding participation in Bay Area Intergrated Water Management Plan for the Flood Control and Water Conservation District

RECOMMENDATION(S):

APPROVE funding for the Flood Control and Water Conservation District participation in the Bay Area Integrated Regional Water Management Plan through the annual budget approval process as recommended by the Chief Engineer.

FISCAL IMPACT:

No impact to the General Fund. Costs to participate in the Bay Area Integrated Regional Water Management Plan (IRWMP) will be funded through Flood Control District funds. Flood Control District projects will benefit from inclusion in the IRWMP by being appropriately prioritized and eligible for funding from State grants requiring integrated water resource planning.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES NOES

ABSENT ABSTAIN

RECUSE

Contact: MIitch Avalon, 313-2203

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:
January 18, 2011**

David J. Twa,
County
Administrator and
Clerk of the Board
of Supervisors

By: , Deputy

cc:

BACKGROUND:

In February 2004, the Transportation, Water and Infrastructure Committee considered a proposal to develop an Integrated Regional Water Management Plan in the Bay Area. A portion of Proposition 50 bond funds approved in 2002 included a requirement that projects had to be consistent with an adopted Integrated Regional Water Management Plan. In response to this requirement, the Association of Bay Area Governments (ABAG) began an effort to engage Bay Area water agencies, local government representatives, environmental groups and other stakeholders to develop an IRWMP. ABAG staff prepared a Letter of Mutual Understanding (LOMU) that was non-binding and outlined a way for agencies to collaborate in the development of an IRWMP.

On March 23, 2004, the Board approved the LOMU and the Flood Control District's participation in developing a Bay Area IRWMP. The Board limited district financial commitment in proportion to other agency staff efforts and authorized no other financial commitment. Over the course of the next two years, the Bay Area IRWMP was developed and on December 5, 2006, the Board of Supervisors approved the Plan. The IRWMP included all of the Flood Control District's major projects at the time. The Board approved Flood Control District funding participation in the amount of \$10,000 and authorized the District to participate in an effort to form an association of flood protection agencies in the Bay Area in further support of regional planning.

On September 11, 2007, the Board approved an agreement with the State Coastal Conservancy and other Bay Area water agencies to collect \$100,000 and disburse the funds as needed to manage the Bay Area IRWMP. These funds were collected to pay for the administrative costs to manage the IRWMP Coordinating Committee, such as updating the website, developing project lists, adding projects to the plan, meeting agendas and minutes. The Flood Control District's share of funding in that agreement was \$3,700. The original \$100,000 has recently been depleted and is being replenished through an agreement with the Marin Municipal Water District. The board approved that agreement on September 14, 2010. The Flood Control District's share of funding in this new agreement will be \$3,000 to \$5,000 depending on how the Bay Area flood protection agencies decide to calculate the proportionate share of each agency.

Regional water management planning has been a requirement in every subsequent water bond measure since 2002. It is also reflected in legislation recently passed and is a primary goal of the State in water planning and allocation of funds. As a result, IRWMP's around the State have matured and have become well established. When the IRWMP was originally proposed, the Board's funding allocations were limited due to the newness of the concept of integrated regional water management planning. At that time the policy and planning activities to be implemented by the IRWMP were unclear. However, now that the IRWMP is firmly established and recognized by the State the recommendation is to budget Flood Control District participation on an annual basis with approval through the annual budget process rather than as a specific Board action. The Flood Control District budget will be based on the proposed IRWMP policy and planning activities for the year, which will continue to be reported to the Board's Transportation, Water and Infrastructure Committee.

The release of bond funds from the State for grant purposes has been very slow the last two years due to the economic down turn. When the economy turns around significant amounts of pent up bond funds will be released and Bay Area flood protection agencies will need to react quickly to effectively compete for those funds. This will involve updating the IRWMP project list, writing grant applications and conducting subregional outreach. These are all activities that would be covered in the Flood Control District annual budget for Board approval.

CONSEQUENCE OF NEGATIVE ACTION:

Budgeting of Flood Control District participation in the IRWMP would be subject to ongoing individual Board approval.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Flood Control District Board of Supv

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: December 27, 2010



**Contra
Costa
County**

Subject: APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract with Hultgren-Tillis Engineers

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract with Hultgren-Tillis Engineers, in the amount of \$350,000.00 for geotechnical consulting services for the Wildcat Creek and San Pablo Creek Levee Certification Project, for the period beginning January 18, 2011, through December 31, 2013, North Richmond Area.

FISCAL IMPACT:

There is no impact to the County General Fund. The project is funded by California Department of Water Resources Local Levee Assistance Program Funds (Proposition 84) (90%) and Flood Control Zone 7 Funds (10%).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:
January 18, 2011**

David J. Twa,
County

Contact: Carl Roner, 313-2213

Administrator and
Clerk of the Board
of Supervisors

By: , Deputy

cc: C. Roner, Flood Control, P. Detjens, Flood Control, M. Avalon, Administration

BACKGROUND:

The FC District has received Proposition 84 grant funding from the California Department of Water Resources for geotechnical sampling and analysis of the levees of Wildcat and San Pablo Creeks in the North Richmond Area. The Federal Emergency Management Agency (FEMA) decertified the Wildcat and San Pablo Creek levees on April 25, 2007. FEMA is in the process of re-mapping their floodplain maps to include properties behind the levees in a flood hazard area. Properties placed in a flood hazard area will need to obtain flood insurance. If the levees are recertified before the FEMA floodplain maps are finalized, then the properties will not be put into a flood hazard area. The Consulting Service Agreement for geotechnical engineering is needed to provide the Contra Costa County Flood Control and Water Conservation District (FC District) with professional services for the geotechnical investigation and analysis for the Wildcat Creek and San Pablo Creek levees required by FEMA. The geotechnical data collected in this investigation, along with other levee information, is necessary to meet FEMA requirements for recertifying the levees in accordance with Section 65.10 of the National Flood Insurance Program (NFIP) regulations. The engineering capabilities required to investigate the site and analyze levee stability is beyond the capability of the FC District staff.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisor's approval, the levees for Wildcat Creek and San Pablo Creeks will not ultimately be certified and the property owners in the North Richmond Area will be required to pay flood insurance. In addition, the significant time and resources expended by staff to outreach to qualified consulting firms, conduct the consultant selection process, and coordinate the contract details would be lost.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

1. **Parties.** The parties to this Consulting Services Agreement ("Agreement"), listed below, mutually agree and promise as follows:

(a) **Agency:** *(select one)*

- ☐ Contra Costa County for its Department named below
- ☒ Contra Costa County Flood Control and Water Conservation District
- ☐ Contra Costa Fire Protection District
- ☐ East Contra Costa Fire Protection District
- ☐ Housing Authority of the County of Contra Costa
- ☐ Contra Costa County Redevelopment Agency

(i) **Department** *(if applicable):*

(ii) **Department Head means** the individual named below or his or her designee *(select one):*

- ☐ Director of General Services
- ☒ Public Works Director/Chief Engineer
- ☐ Fire Chief
- ☐ Housing Authority Executive Director
- ☐ Deputy Director - Redevelopment

(iii) **Agency Mailing Address:** Contra Costa County Flood Control & Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Attn: Carl J. Roner

(b) **Consultant's Name & Address:** Hultgren Tillis Engineers
2221 Commerce Avenue, Suite A-1
Concord, CA 94520-4987
Attn: Edwin Hultgren

(i) **Type of Business Entity:** Corporation
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: California

(ii) **Federal Taxpayer I.D. or SSN:** 68-0311878

(iii) **License Number:** C22590, GE426: Edwin Hultgren

2. **Project Name, Number, & Location:** Geotechnical Investigation of Wildcat Creek and
San Pablo Creek Levees
7527-6D8618
North Richmond, Contra Costa County, California

3. **Term.** The effective date of this Agreement is December 15, 2010. It terminates on December 31, 2013, unless sooner terminated as provided herein.

4. **Payment Limit.** Payments under this Agreement cannot exceed: \$350,000.

Contra Costa County

Project Name: Geotechnical Investigation of Wildcat Creek
and San Pablo Creek Levees

Standard Form CSA (Design Professional Services)
Revised 2009

Project No.: 7527-6D8618

5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

- ☐ Health and Safety Code Section 13861 (*Fire Protection Districts*)
- ☐ Health and Safety Code Section 34314 (*Housing Authority*)
- ☐ Health and Safety Code Section 33125 (*Redevelopment Agency*)

6. Attachments. The following documents are attached to this Agreement and incorporated herein by reference, and all references to this Agreement include all of the terms in each of the attached documents:

- ✓ General Conditions (*always attached*)
- ☐ Special Conditions (*optional*)
- ✓ Appendix A: Scope of Services (*always attached*)
- ✓ Appendix B: Payment Provisions (*always attached*)
- ✓ Appendix C: Project Personnel (*always attached*)

7. Signatures. These signatures attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A

Consultant's Name: Hultgren-Tillis Engineers
a California corporation
(Type of business entity)

SIGNATURE B

By Edwin M. Hultgren
(Signature of individual or officer)
Edwin M. Hultgren, President
(Print name and title, if applicable)

By R. Kevin Tillis
(Signature of individual or officer)
R. Kevin Tillis, Secretary
(Print name and title, if applicable)

Note to Consultant: For corporations, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California)
County of Contra Costa)

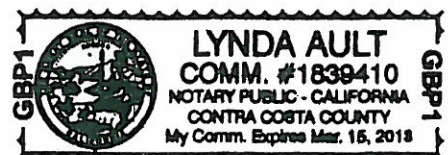
On December 10, 2010, before me, Lynda Ault, Notary Public, personally appeared Edwin M. Hultgren, President & R. Kevin Tillis, Sec. (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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

Lynda Ault
Signature

(Notary's Seal)



AGENCY

(a) If Agreement is approved by Agency governing body (required if Payment Limit exceeds \$100,000):

AGENCY,

ATTEST: Clerk of the Board of Supervisors

By _____
Board Chair/Designee

By _____
Deputy

(b) If Agreement is approved by County Purchasing Agent:

AGENCY,

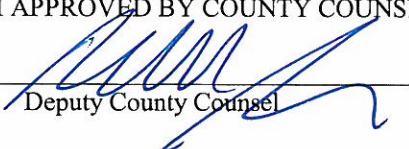
By _____
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

By  _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By  _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

GENERAL CONDITIONS
(Consulting Services Agreement)

8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.
9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
- (a) Types and Amount of Insurance: Consultant shall, at no cost to Agency, obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of \$5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds.
- (b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.
- (c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.
- (d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4. Payment Limit without Agency's prior written approval.
- (a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) – (d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.
- (b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is

GENERAL CONDITIONS
(Consulting Services Agreement)

necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.

(c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.

(d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.

(e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.

(f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.

12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 24. Amendments.

13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.

14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.

15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.

16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17. Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.

17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a

GENERAL CONDITIONS
(Consulting Services Agreement)

convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.

18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.
23. Works Made for Hire. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
24. Indemnification. Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.

GENERAL CONDITIONS
(Consulting Services Agreement)

25. Endorsements. Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.
26. Project Personnel. In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix C. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
27. Inspection. Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement.
28. Conflicts of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.
29. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.
30. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed, and will remain licensed in good standing at all times during the term of this Agreement, as one of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.
32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.

GENERAL CONDITIONS
(Consulting Services Agreement)

34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33. Disputes above, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
36. Successors and Assigns. Subject to Section 21. Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.
40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6. Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

The following provisions apply to projects using US DOT funds.

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.
43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to

GENERAL CONDITIONS
(Consulting Services Agreement)

Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.

44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of \$100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:

(a) Certification. To the best of Consultant's knowledge and belief:

- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this Section 44 be included in all contracts with subconsultants which exceed 100,000, and that all such subconsultants shall certify and disclose accordingly.

(Remainder of page intentionally left blank.)

APPROVALS/ACKNOWLEDGEMENTS
(Consulting Services Amendment & Contract)
\$100,000.01 and Over
APPROVALS

RECOMMENDED BY THE DEPARTMENT

By: [Signature]
Designee

CONSULTANT

Hultgren-Tillis Engineers
Print name of business entity

APPROVED BY COUNTY ADMINISTRATOR

By: _____
Designee

By: [Signature]
Signature of individual or officer

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: Edwin M. Hultgren, President
Print name and title A, if applicable

By: [Signature]
Signature of individual or officer

By: R. Kevin Tillis, Secretary
Print name and title B, if applicable

Note to Consultant: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and corps. Code, Sec. 313). The acknowledgement below must be signed by a Notary Public.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On December 10, 2010, before me, Lynda Ault, Notary Public, (insert name and title of the officer) Notary Public, personally appeared Edwin M. Hultgren, President & R. Kevin Tillis, Secretary 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature _____ of _____



Public

Appendix A
Hultgren-Tillis Engineers
Geotechnical Evaluation of Wildcat Creek and San Pablo Creek Levees Project Phase 2
Project No. 7527-6D8618

I. DEPARTMENT CONTACT INFORMATION

Hultgren-Tillis Engineers (CONSULTANT) shall send all notices, reports, and correspondence to the following:

Carl J. Roner, Associate Civil Engineer, Project Manager
Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553

II. PROJECT BACKGROUND/DESCRIPTION

The Geotechnical Evaluation of Wildcat Creek and San Pablo Creek Levees Project (Project No. 7527-6D8618) is located on Wildcat Creek and San Pablo Creek west of Third Street in the North Richmond area of west Contra Costa County (District 1). This project consists of conducting a geotechnical evaluation for the purpose of providing levee certification as recognized by the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) for the following levees:

FEMA Levees along Wildcat Creek and San Pablo Creek

Creek	FEMA Levee Numbers	Approximate Levee Length (feet)	Levee Construction and Slope (if applicable)
Wildcat Creek	P608	2,290	Earthen 1V:6H face, 1V:4H back
	P609	430	Earthen 1V:4H face, 1V:4H back
	P610	725	Earthen, variable slopes
	P611	1,470	Earthen 1V:3H face
	P612	1,200	Earthen 1V:3H face
Total Levee Length (feet) for Wildcat Creek		6,115	
San Pablo Creek	P600	1,335	Earthen 1V:5H face, 1V:2-3H back
	P601	810	Concrete Flood Wall 1V:2H toe slope
	P602	35	Earthen, variable slopes
	P603	20	Earthen, variable slopes
	P604	1,925	Earthen 1V:3H face
	P605	1950	Earthen 1V:3H face
	P606	20	Concrete Flood Wall 1V:2H toes slope
	P607	545	Concrete Flood Wall 1V:2H toes slope
Total Levee Length (feet) for San Pablo Creek		6,640	

Initials: EH
Contractor

RCH
County Dept.

Appendix A
Hultgren-Tillis Engineers
Geotechnical Evaluation of Wildcat Creek and San Pablo Creek Levees Project Phase 2
Project No. 7527-6D8618

Locations of the levees are shown in Figure 1, attached hereto, and incorporated herein.

III. CONTRACTOR SCOPE OF SERVICES

CONSULTANT shall provide to the Contra Costa County Flood Control and Water Conservation District (DISTRICT) geotechnical engineering services relating to the FEMA certification of the Wildcat Creek and San Pablo Creek levees. The CONSULTANT shall provide geotechnical services as identified in the following tasks, which are numbered according to the workplan approved by the California Department of Water Resources and the Contra Costa County Board of Supervisors.

The work furnished by CONSULTANT under this Agreement shall be prepared in accordance with the latest DISTRICT, state, local, and federal regulations, policies, procedures, manuals and standards, and shall be made available to DISTRICT for review and approval at stages to be determined by the DISTRICT, and upon request.

Task 6: Field Investigation

The CONSULTANT shall prepare a Drilling Plan to perform the following Field Investigation subtasks for the levees shown in Figure 1. The Drilling Plan shall be submitted to the DISTRICT's project manager for review and approval. The plan shall include the tentative investigation schedule, locations of borings, copies of the permits, and site-specific maps showing the location of the proposed borings and nearby utilities. The plan shall incorporate the existing geotechnical data. Upon approval of the Drilling Plan by the DISTRICT, the CONSULTANT shall perform the following Field Investigation subtasks:

- 6.1 Deep Borings: The CONSULTANT shall implement up to 6 deep rotary wash borings, approximately 50 feet deep, and up to 10 shallow auger borings, approximately 10 to 15 feet deep, to be drilled along the San Pablo Creek and Wildcat Creek levee crowns. These borings shall be drilled to collect samples for visual classification and laboratory testing. Previously obtained Cone Penetration Test (CPT) data shall be considered when locating rotary wash and shallow auger borings. The rotary wash and shallow auger borings shall be located in areas where additional information is needed by the CONSULTANT for levee certification. Some of the deep borings may be drilled near CPT locations to sample specific soil zones previously identified in the CPT records. The shallow auger borings shall collect additional samples of levee embankment materials for material classification and density measurements.
- 6.2 Channel Borings: The CONSULTANT shall implement up to 8 borings, to depths of at least 10 feet below the Recent Bay Mud from the access path or other dry ground areas adjacent to the perennial wetted area of the channel at the base of the waterside levee slope. Due to US Fish and Wildlife requirements, no borings in the Wildcat Creek channel shall be allowed downstream of a drainage ditch found west of the Richmond Parkway. Deep and shallow borings downstream of the drainage ditch shall only be allowed on the levee crown. All borings in the channel (below the access road) shall be monitored by a biologist under separate contract with the Contra Costa County Public Works Department, Environmental Division and shall not take place unless the biologist is on site.
- 6.3 Grouting: Drill cuttings shall be placed and kept in a leak-proof container while on site, and disposal shall be the responsibility of the CONSULTANT. The CONSULTANT shall backfill all borings with grout in accordance with Contra Costa County Department of Health requirements. Borings within the creek channel shall have the top one foot of boring backfilled with native soil in accordance with U.S Fish and Wildlife Service requirements.
- 6.4 Pavement Patching: The CONSULTANT shall patch the asphalt pavement of Wildcat Creek Trail (north bank of Wildcat Creek) in compliance with the East Bay Regional Park District encroachment permit.

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Geotechnical Evaluation of Wildcat Creek and San Pablo Creek Levees Project Phase 2
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6.5 Location: The CONSULTANT shall locate the borings (after completion) using a handheld global positioning system (GPS), and shall incorporate the location data into the site drawings.

Task 6 Deliverables and Schedule

The CONSULTANT shall submit to the DISTRICT's Project Manager two hard copies of the Drilling Plan two weeks prior to the implementation of the Field Investigation. The District shall review and approved the Drilling Plan within three working days (Monday through Thursday).

CONSULTANT shall complete Task 6, Field Investigation no later than 12 weeks after award of contract.

Task 7: Laboratory Testing

The CONSULTANT shall perform laboratory testing of selected samples from the borings collected in Task 6 to classify the soils and evaluate engineering properties of the subsurface material in each levee. Testing shall focus on those levee and subsurface zones that would be most susceptible to seepage or instability during base flood conditions, and shall include:

- 7.1 Moisture Content and Dry Density: The CONSULTANT shall perform these tests as part of the general classification testing and as a basis to assess the compactness of each levee embankment.
- 7.2 Gradation: The CONSULTANT shall perform gradation testing on granular soil deposits to correlate with published permeability values and to aid in assessing liquefaction risks for each levee.
- 7.3 Atterberg Limits (liquid limit [LL] plastic limit [PL], and plastic index [PI]): The CONSULTANT shall perform Atterberg Limit tests on samples taken within each levee embankment and at shallow depths beneath each embankment to aid in classifying the soils.
- 7.4 Unconsolidated-Undrained (UU) Triaxial Shear Strength Tests: The CONSULTANT shall perform UU tests as means for assessing the strength of each levee embankment and foundation.
- 7.5 Consolidated-Undrained (CU) Triaxial Shear Strength Tests with Pore Pressure Measurements: The CONSULTANT shall collect a series of up to three samples from the weaker portion of each levee embankment and test for effective strength parameters using a CU test. In addition, a series of up to three samples shall be collected from the weaker area of each levee foundation and shall also be tested for effective strength parameters.
- 7.6 Consolidation Tests: The CONSULTANT shall perform up to three consolidation tests on samples recovered from portions of the alignment underlain by bay mud for each levee.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek.

Task 7 Deliverables and Schedule

The CONSULTANT shall provide the test results in the Preliminary and Final Reports (Task 10).

CONSULTANT shall complete this task no later than 10 weeks after completing Task 6, Field Investigation.

Task 8: Engineering Analysis

Using the existing data and results of reconnaissance, field investigation, and laboratory testing programs listed

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[Signature]
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above, the CONSULTANT shall assess the conditions of each of the levees using the following criteria listed below. Stability and seepage analyses with the water surface elevation at the FEMA certification elevation shall be evaluated by the CONSULTANT. Where factor of safety requirements are not met, seepage and slope stability analysis shall be repeated with potential mitigation measures in-place to identify possible mitigation options.

- 8.1 Seepage and Stability: Using the survey data provided by the DISTRICT, idealized cross-sections shall be prepared by the CONSULTANT showing existing topography, the limits of levee embankment fills, and foundation soils. Erosion, animal burrowing, and tree root zones shall be superimposed on the sections. As documented in the levee Operations and Maintenance Manual prepared by the US Army Corps of Engineers (ACOE), the levees were overbuilt to include root buffer zones. Where applicable, the CONSULTANT shall perform simplified flow nets and/or two-dimensional seepage analysis to evaluate each levee's condition. The CONSULTANT shall prepare conclusions regarding internal erosion (piping), risks, and methods to mitigate those risks for each of the levees. The levee embankment and foundation stability assessment shall include analyses to evaluate the reliability of the levee during flood conditions and demonstrate that expected seepage into, through, or under levee foundations and embankments shall not jeopardize embankment or foundation stability. Input factors for the stability analyses shall include embankment geometry, strength, and density of embankment and foundation materials, and estimates of the seepage conditions at critical locations. Additional site-specific analyses shall be made in areas of penetrations through or beneath each levee.
- 8.2 Settlement: The CONSULTANT shall perform consolidation analyses to evaluate the potential and magnitude of past and future levee settlement for each levee. The analysis shall primarily address compressibility of foundation soils.
- 8.3 Liquefaction and Seismic Deformation: The CONSULTANT shall evaluate the potential for earthquake-induced deformation and the effects from soil liquefaction. Existing published data on expected ground motions shall be used by the CONSULTANT to estimate the deformation of the levees from seismic shaking. Consultant shall evaluate the potential for liquefaction and levee slope stability for both the waterside and landside levee slopes in areas where liquefaction is a concern.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek.

Task 8 Deliverables and Schedule

CONSULTANT shall complete this task no later than 10 weeks after completing Task 7, Laboratory Testing.

Task 9: Levee Remediation Recommendations

After completing the analysis specified in Task 8, the CONSULTANT shall identify and evaluate the existing deficiencies in the levees, and then develop recommendations to improve the existing levee conditions to meet FEMA certification standards. Possible mitigation schemes will include, but not be limited to, raising the levee crest to contain the design flows, excavating sediment within the channel to maintain the design cross-section, reconstructing eroded slopes, improving vector control to minimize animal burrowing, controlling encroachment of trees onto the levee section, grouting liquefiable zones, and/or installing toe drains.

Task 9 Deliverables and Schedule

CONSULTANT shall complete this task no later than 10 weeks after completing Task 8, Engineering Analysis.

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Task 10: Preliminary and Final Reports

Using previously collected data and the data collected in Tasks 6 through 9, the CONSULTANT shall develop a Preliminary Report for each of the two creeks and submit them to the DISTRICT's Project Manager for review and approval. These reports shall comply with the FEMA requirements for levee certification. After submitting the Preliminary Reports, the CONSULTANT shall arrange a meeting with the DISTRICT's Project Manager (at the DISTRICT office) to discuss the findings and recommendations prior to developing the final geotechnical reports. The DISTRICT shall provide the CONSULTANT with comments on each report, if necessary.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek. The CONSULTANT shall prepare two Preliminary Reports, one for the right and left banks of Wildcat Creek, and one for the right and left banks of San Pablo Creek.

Each Preliminary Report shall contain the following information:

- Location maps of all exploratory borings
- A summary of geotechnical data received previously from the DISTRICT
- Boring logs, including soil classification and all field and laboratory data collected from each boring
- Results of laboratory analysis
- Results of seepage and levee stability analysis
- Discussion of the findings and analysis
- Conclusions and recommendations, especially with regard to repair of the levees
- A "draft" (unsigned) statement of levee certification

After receiving the Preliminary Reports, the DISTRICT will then implement the repairs to the levees as recommended by the CONSULTANT.

Prior to implementation of the repair work, CONSULTANT shall review the DISTRICT's construction plans and specifications for conformance with the geotechnical recommendations presented in the Preliminary Reports. After completing the repairs identified above, the DISTRICT shall notify the CONSULTANT, and provide the CONSULTANT with a copy of the construction records and repair certifications. The CONSULTANT shall then review the construction records and repair certifications, observe the repair work, and prepare the Final Reports and levee certifications.

The signature sheet for levee certification for each levee shall bear the Professional Engineering seal/stamp, Professional Engineering license number, Professional Engineering classification, expiration date of the Professional Engineering license, and signature of the CONSULTANT'S Professional Engineer registered in the State of California responsible for its preparation.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek.

Task 10 Deliverables and Schedule

The CONSULTANT shall submit to the DISTRICT's Project Manager two hard copies of the Preliminary Reports for right bank and left bank levees for each creek within 10 weeks of completion of Task 7, Laboratory Testing.

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Geotechnical Evaluation of Wildcat Creek and San Pablo Creek Levees Project Phase 2
Project No. 7527-6D8618

The CONSULTANT shall submit five hard copies and an electronic version of the Final Reports to the DISTRICT for right bank and left bank levees for each creek. If repairs to the levees are not required, the CONSULTANT shall submit to the DISTRICT the Final Reports within 10 weeks upon receiving comments from the DISTRICT on the Preliminary Reports. The DISTRICT will submit the Final Reports to FEMA. If repair work to the levees is required, the CONSULTANT shall complete and submit to the DISTRICT the Final Reports within 10 weeks of repair work completion.

Task 11: Periodic Observation of Levee Repairs or Upgrades

During the implementation of the repair work, CONSULTANT shall conduct bi-weekly site visits to check that the repairs were completed in accordance with the geotechnical recommendations presented in the Preliminary Reports

Additional Deliverables

The CONSULTANT shall electronically submit to the DISTRICT's Project Manager a Project Schedule in Microsoft Project within two weeks of execution of this contract. The Project Schedule shall include all tasks and subtasks outlined in this Service Plan.

The CONSULTANT shall submit project progress summaries via email on the 15th of each month to the DISTRICT Project Manager.

Work to be Performed or Provided by the DISTRICT

Survey: The DISTRICT shall prepare a topographic survey of the levees, including levee profiles and cross sections. The survey information shall be transmitted electronically by the DISTRICT to the CONSULTANT in Microstation format (.dgn) at the initiation of the project.

District Facilities: The DISTRICT shall identify, for the CONSULTANT, the location of its subsurface facilities beneath the levees at the initiation of the project.

ACOE Geotechnical Information and Boring Logs: The DISTRICT shall provide the CONSULTANT with the ACOE geotechnical analysis and boring logs for the levee area and the 1989 as-built plans of the levees. These documents shall be provided electronically in .pdf (Adobe Acrobat) format to the CONSULTANT.

Environmental Permitting: The DISTRICT shall obtain permits/clearances from the following agencies for the CONSULTANT's fieldwork:

- California Department of Fish and Game
- US Fish and Wildlife (No effect determination for California red-legged frog, salt marsh harvest mouse, and clapper rail)
- US Army Corps of Engineers
- San Francisco Bay Area Regional Water Quality Control Board (401 Water Quality Certification Permit)

The DISTRICT shall provide copies of the permits/clearances to the CONSULTANT at the initiation of the project. The CONSULTANT shall comply with all permit requirements.

Operations and Maintenance Manual: The DISTRICT shall provide the CONSULTANT with a copy of the ACOE Operations and Maintenance Manual for Wildcat Creek and San Pablo Creek within two weeks of execution of this contract.

IV. PERFORMANCE STANDARDS

CONSULTANT shall perform geotechnical engineering services in accordance with the standards and protocols set

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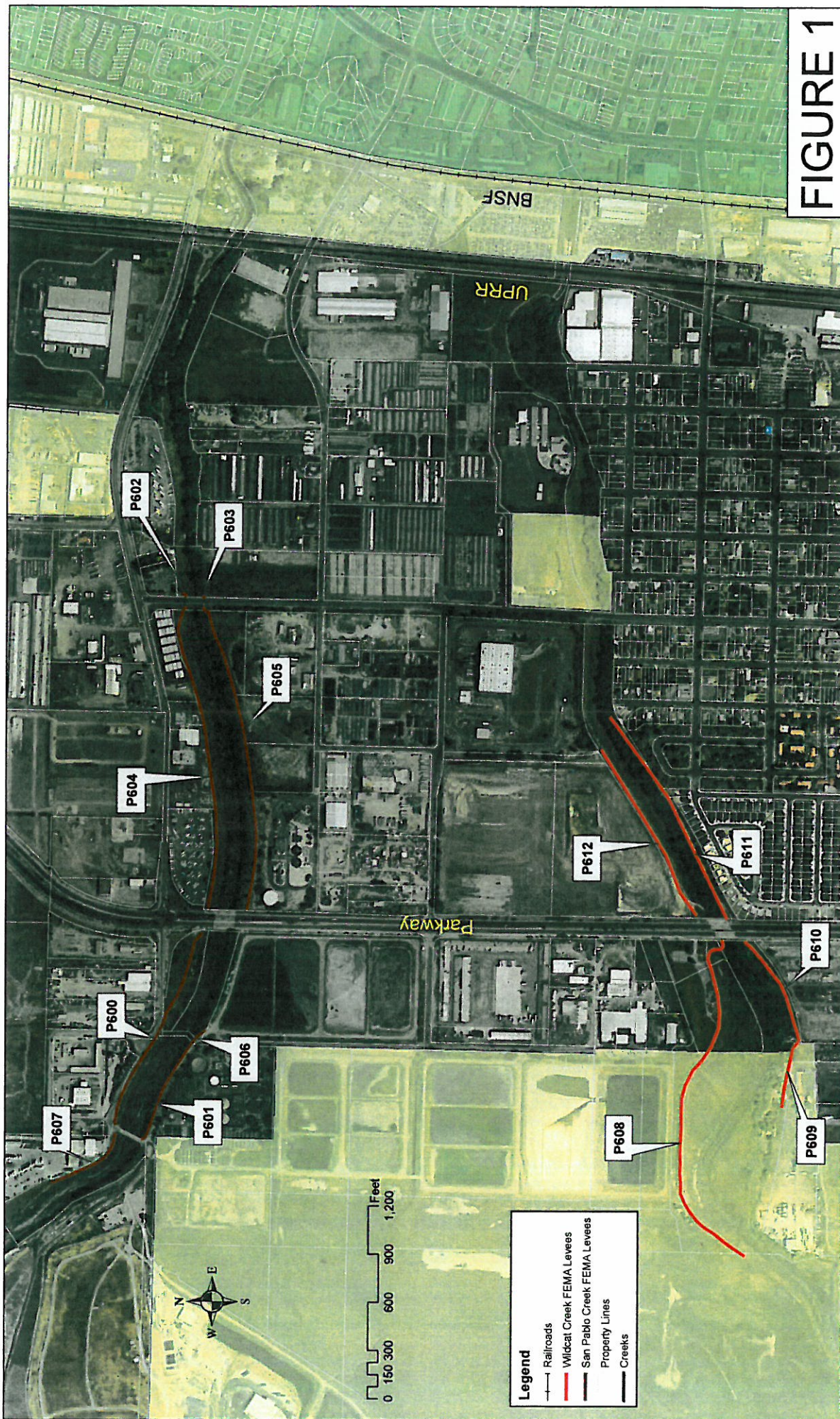
forth in FEMA and ACOE permits and requirements, or any other industry standard technical specifications, calculations, or cost estimates.

V. NON-EXCLUSIVE AGREEMENT

CONSULTANT acknowledges that this Agreement is not exclusive and that DISTRICT may, at any and all times during the term of this Agreement, obtain geotechnical engineering services and other types of services from any appropriate source.

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R. M.
County Dept.



Levees in the North Richmond Area

Hultgren - Tillis Engineers
Schedule of Charges

APPENDIX B
Attachment 1

BILLING RATES PER HOUR

Professional Services

	2010	2011	2012	2013
Staff.....	\$125.00	\$130.00	\$135.00	\$140.00
<i>Callan Yu, Wilson Wong, Joseph Heavin</i>				
Project.....	\$140.00	\$146.00	\$152.00	\$158.00
<i>Wei-Ming (Rick) Chen, Kenneth Murphy</i>				
Senior.....	\$161.00	\$168.00	\$174.00	\$181.00
Associate.....	\$177.00	\$184.00	\$191.00	\$199.00
<i>Jerrold Hanson, Ed Mak</i>				
Principal.....	\$203.00	\$211.00	\$219.00	\$228.00
<i>Chris Muller, Steve Tsang</i>				
Senior Principal.....	\$229.00	\$238.00	\$247.00	\$258.00
<i>Edwin Hultgren, R. Kevin Tillis</i>				

Technical Support Services

Word Processing.....	\$ 78.00	\$ 81.00	\$ 84.00	\$ 87.00
<i>Lynda Ault, Danielle Borunda, Laura McCulloch</i>				
Technician.....	\$ 94.00	\$ 97.00	\$101.00	\$105.00
Engineering Technician.....	\$104.00	\$108.00	\$112.00	\$116.00
<i>Dave Fonseca</i>				
Engineering Technician with Truck & Field Testing Equipment.....	\$119.00*	\$123.00*	\$127.00*	\$131.00*

*Note: Truck plus Field Testing Equipment remains a \$15 per hour increase over the Engineering Technician Rate for 2010, 2011, 2012 and 2013.

Equipment

Trucks and Field Vehicles.....	\$15.00 / hour
Automobiles.....	Current Federal Standard Mileage Rate
Field Monitoring Instruments.....	Separate Schedule

Laboratory Testing..... Separate Schedule

Outside Services

Drilling subcontractors, special consultants, other subcontractors, rental of non-owned equipment, and other non-labor costs including outside printing, travel costs and subsistence will be charged at cost plus fifteen percent.

Contract Labor

On occasion, Professional and Technical Support labor are retained on a temporary basis to meet technical or schedule requirements of projects. Such contract labor will be charged at regular Schedule of Charges rates.

Overtime

Technical Support Services overtime will be charged at forty percent and double time will be charged at seventy percent above the Schedule of Charges rates.

Litigation Support

Expert testimony in depositions, hearings, mediations or trials will be charged at \$2,500 per day or portion thereof.

Hultgren-Tillis Engineers

Field Monitoring Instruments and Laboratory Testing Schedule of Charges

FIELD MONITORING INSTRUMENTS	CHARGE
ATV	\$400 / day
	\$800 / week
	\$2,000 / month
Inclinometer	\$50 / day
Manometer Water Level	\$50 / day
Static Cone Penetrometer	\$100 / day
Total Station Machine	\$150 / day
	\$300 / week
	\$900 / month
Vane Shear	\$150 / day
Vibrating Wire Water Level Data Logger	\$300 first day plus \$10 each additional day
OTHER:	
Mileage	Current Federal Standard Mileage Rate

IN-HOUSE LABORATORY TESTING	CHARGE
Moisture Content	\$18 / test
Moisture Density	\$25 / test
-200 Wash	\$75 / test
Atterberg Limits	\$130 / test

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Hultgren-Tillis Engineers

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

2221 Commerce Ave., Suite A-1

City, state, and ZIP code

Concord, CA 94520

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

68-0311878

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Edwin M. Hultgren

Date ▶ 11/10/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

OP ID KL

DATE (MM/DD/YYYY)

09/13/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: HULT-01	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Hultgren - Tillis Engineers 2221 Commerce Ave., Ste. A-1 Concord CA 94520	NAIC #	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			84SBWLZ2910	11/01/10	11/01/11	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PROFESSIONAL LIAB EXCL			GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			84UEGLM3983	11/01/10	11/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$		
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	84SBWLZ2910	11/01/10	11/01/11	EACH OCCURRENCE	\$ 6,000,000	
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 6,000,000	
	DEDUCTIBLE							\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGGN9022	11/01/10	11/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contra Costa County is included as additional insured for the above coverages, except WC

CERTIFICATE HOLDER**CANCELLATION**

CONTRA5

CONTRA COSTA COUNTY
PUBLIC WORKS DEPT.
ATTN: MICHELLE CORDIS
255 GLACIER DR.
MARTINEZ CA 94553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra R. Boillet

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Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera CA 94925



A RISK RETENTION GROUP

CERTIFICATE OF INSURANCE

DATE

01/01/10

NAME AND ADDRESS OF INSURED

Hultgren-Tillis Engineers
2221 Commerce Avenue, Suite A-1
Concord, CA 94520-4987

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
210143	01/01/10	12/31/10

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

No Project Specified

CANCELLATION If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER

Contra Costa County
Public Works Department
Attn: Michelle Cordis
255 Glacier Drive,
Martinez, CA 94553

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in black ink, appearing to read "David C. Cordis". The signature is fluid and cursive, with a large, stylized "D" and "C".

President

Department of Consumer Affairs

**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	HULTGREN EDWIN MARK
License Type:	GEOTECHNICAL ENGINEER
License Number:	426
License Status:	CLEAR Definition
Expiration Date:	December 31, 2011
Address:	2221 COMMERCE AVE STE A1
City:	CONCORD
State:	CA
Zip:	94520-4987
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: NOV-08-2010

Disclaimer

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Department of Consumer Affairs

**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	HULTGREN EDWIN MARK
License Type:	CIVIL ENGINEER
License Number:	22590
License Status:	CLEAR Definition
Expiration Date:	December 31, 2011
Address:	2221 COMMERCE AVENUE SUITE A-1
City:	CONCORD
State:	CA
Zip:	94520-4987
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

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Department of Consumer Affairs

**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	TILLIS ROBERT KEVIN
License Type:	GEOTECHNICAL ENGINEER
License Number:	2160
License Status:	CLEAR Definition
Expiration Date:	March 31, 2011
Address:	377 BORICA DRIVE
City:	DANVILLE
State:	CA
Zip:	94526
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: NOV-08-2010

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Department of Consumer Affairs

**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	TILLIS ROBERT KEVIN
License Type:	CIVIL ENGINEER
License Number:	41180
License Status:	CLEAR Definition
Expiration Date:	March 31, 2011
Address:	377 BORICA DRIVE
City:	DANVILLE
State:	CA
Zip:	94526
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: NOV-08-2010

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Department of
General Services
BUILDING GREEN BUYING GREEN WORKING GREEN

HULTGREN-TILLIS ENGINEERS - #17923

SUPPLIER PROFILE

Legal Business Name HULTGREN-TILLIS ENGINEERS
 Doing Business As HULTGREN-TILLIS ENGINEERS
 Address 2221 COMMERCE AVE STE A-1 Phone (925) 685-6300
 CONCORD, CA 94520 FAX (925) 685-6768
 Email admin@hultgrentillis.com
 Web Page <http://www.hultgrentillis.com>
 Business Types Service
 Service Areas Alameda County, Contra Costa County, Napa County, Sacramento County, San Francisco City & County, San Joaquin County, San Mateo County, Solano County, Sonoma County,
 Keywords ENGINEERING SERVICES: GEOTECHNICAL CIVIL
 Classifications 411138 - Geophysical and geotechnical instruments
 811015 - Civil engineering

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Feb 3, 2009	Feb 28, 2011

Certification History

TYPE	STATUS	FROM	TO
------	--------	------	----

Business Entity Detail

Data is updated weekly and is current as of Friday, November 05, 2010. It is not a complete or certified record of the entity.

Entity Name:	HULTGREN-TILLIS ENGINEERS
Entity Number:	C1865188
Date Filed:	09/01/1993
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2221 COMMERCE AVE STE A-1
Entity City, State, Zip:	CONCORD CA 94520
Agent for Service of Process:	EDWIN M HULTGREN
Agent Address:	2221 COMMERCE AVE STE A-1
Agent City, State, Zip:	CONCORD CA 94520

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

SMALL BUSINESS ENTERPRISE and OUTREACH PROGRAMS

ALL ITEMS \$25,000 & OVER MUST BE REVIEWED BY ADMINISTRATIVE SERVICES PRIOR TO COMMENCING THE BOARD ORDER PROCESS.

FROM: Mitch Avalon
Deputy/Division Head (please print)


Deputy/Division Head (signature)

Carl Roner
Form Prepared By

(925) 313-2213
Phone Number

☒ New

☐ Renewal

☐ Amendment

Explain: New contract for Wildcat Creek and San Pablo Creek levee certification

Hultgren-Tillis Engineers
Company Name

Geotechnical Engineering
Type of Product

7527-6D8618
WO# / PO# / ERR#

\$350,000
Dollar Amount:

The Small Business Enterprise (SBE) Program applies to: 1) construction contracts of \$25,000 or less, 2) purchasing transactions of \$50,000 or less, and 3) professional/personal service contracts of \$50,000 or less at the time the contract is awarded. **The Outreach Program applies to** construction contracts that are \$100,000 and above, professional service contracts that are \$2,500 and above, and purchases that are \$10,000 and above.

CATEGORY (check one): ☒ Professional Service ☐ Personal Service ☐ Purchase ☐ Construction
TYPE OF PAYMENT (check one): ☒ Contract ☐ Purchase Order ☐ Warrant Request ☐ Credit Card

• IS THIS REQUEST EXEMPT FROM THE SBE/OUTREACH PROGRAM? •

- ☐ **YES** (please check appropriate box below – you do not have to complete the rest of this form)
☒ **NO** (please complete the rest of this form)

----- CHECK ONE -----

- | | |
|--|---|
| <input type="checkbox"/> Vendor Chosen by Purchasing (PSD) | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Association dues and membership fees | <input type="checkbox"/> Postage & national courier companies, ie. Federal Express, UPS |
| <input type="checkbox"/> Lodging | <input type="checkbox"/> Registration and conference booths |
| <input type="checkbox"/> Public transportation, bridge tolls | <input type="checkbox"/> Permits, fees & licenses paid to government agencies |
| <input type="checkbox"/> Utility installation fees | <input type="checkbox"/> Pre-employment screening & fitness for duty exams |
| <input type="checkbox"/> Legal notices | <input type="checkbox"/> Purchases or contracts with other public agencies |
| <input type="checkbox"/> Contracts between divisions within a department | <input type="checkbox"/> Contracts between two different department |
| <input type="checkbox"/> Clean Water Program – Tom Dalziel's group only . | <input type="checkbox"/> Contracts with private non-profit organizations and agencies |
| <input type="checkbox"/> Landfills for trash collected on County roadways | <input type="checkbox"/> State Route 4 Bypass Authority |

• PLEASE CHECK ALL APPLICABLE ITEMS LISTED BELOW •

- ☒ **Small Business Enterprise (SBE):** independently owned & operated, not dominant in its field of operation, principal office located in California, has 100 or less employees, average annual gross receipts of 10 million dollars or less over the previous 3 years, or is a manufacturer with 100 or less employees. State certified SBEs qualify for participation in the County's SBE Program.
- ☐ **Minority Business Enterprise (MBE):** Business entity that is at least 51% owned by one or more minority persons.
- ☐ **Women Business Enterprise (WBE):** Business entity that is at least 51% owned by one or more women.
- ☒ **Local Business Enterprise (LBE):** Is a business that has its main office or principal place of business within the boundaries of Contra Costa County.
- ☐ **Disadvantage Business Enterprise (DBE):** A small business owned (at least 51%) and controlled by socially and economically disadvantaged individuals. Used primarily for state or federally funded projects.
- ☐ **Disabled Veteran Business Enterprise (DVBE):** is a business entity at least 51% owned by one or more disabled veterans. The disabled Veteran must be a California resident have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.
- ☐ **Other Business Enterprise (OBE):** Is any business which does not qualify as a Minority or Women Business Enterprise
- ☐ **None of the above.**

SOLICITATION FORM

- ☒ Solicitation form attached
☐ Form NOT attached, explain below
☐ This is an amendment/renewal/novation

November 9, 2010
Date form prepared

SELF CERTIFICATION FORM

- ☒ Self Certification form attached
☐ Vendor found on County Website

Date

Category



Contra Costa County Business Opportunities REGISTRATION AND CERTIFICATION FORM

If you are interested in receiving information regarding upcoming business opportunities with Contra Costa County, please fill out the form below. Your information will be included in the County's SBE and Outreach Databases and used by County departments to: 1) notify you regarding upcoming contracting and bidding opportunities and/or 2) certify your firm as a Small Business Enterprise (if applicable).

Name of Firm (Print) Hultgren - Tillis Engineers		
Street Address (City, State) 2221 Commerce Avenue, Suite A-1; Concord, CA 94520-4987		(Zip Code)
Mailing Address (City, State) same as above		(Zip Code)
Contact Numbers (Check preferred) <input type="checkbox"/> Business Phone Number <input type="checkbox"/> Cell Phone Number Fax Number (925) 685 -- 6300 () -- (925) 685 -- 6768		
E-mail admin@hultgrentillis.com		Employer Identification # (if applicable) 68-0311878

Vendor/Supplier	
Consultant/ Service Provider	provide geotechnical engineering services
Construction	
Other (If none of the above categories apply)	

Description of Business Type (Check all that apply):

- ☒ **Small Business Enterprise (SBE)** – independently owned and operated; cannot be dominant in its field of operation; must have its principal office located in California; must have its owners (or officers in the case of a corporation) domiciled in California; AND together with affiliates, be either: a business with 100 or fewer employees, an average annual gross receipts of \$14 million or less over the previous three tax years, or a manufacturer with 100 or fewer employees.
- ☐ **Minority Business Enterprise (MBE)** - at least 51% owned and managed on a daily basis by one or more minorities who are citizens or lawful permanent residents of the United States and member(s) of a recognized ethnic or racial group AND its home office is located in the United States.
- ☐ **Women Business Enterprise (WBE)** - at least 51% owned and managed on a daily business by one or more women who are citizens or lawful permanent residents of the United States AND its home office is located in the United States.
- ☐ **Disadvantaged Business Enterprise (DBE)** - at least 51% owned and managed on a daily business by socially- and economically-disadvantaged individuals (pursuant to Section 3 of the Small Business Act). DBE certifications are used only for state- or federally-funded projects that have DBE goals or requirements.
- ☐ **Disabled Veteran Business Enterprise (DVBE)** - at least 51% owned and managed on a daily basis by one or more disabled veterans of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California; AND a sole proprietorship corporation or partnership with its home office located in the United States that is not a subsidiary of a foreign firm.
- ☒ **Local Business Enterprise (LBE)** - principal place of business is located within the boundaries of Contra Costa County.
- ☐ **None of the above**

Contra Costa County Business Opportunities
REGISTRATION AND CERTIFICATION FORM

State-Certified SBE: Yes ☒ No ☐

State Certification #: 17923

If "Yes," please attach documentation.

Are you certified with any other agencies as a: Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE): Yes ☐ No ☒

If "Yes," please list agency AND attach documentation:

The undersigned acknowledges and agrees that the information provided in this form may be included in the SBE and Outreach databases maintained by or for the County, including the e-Outreach system described below.

Firms interested in business opportunities with Contra Costa County are strongly encouraged to register on the e-Outreach system maintained for the County at: <https://www.bidsync.com>. Although the information contained in this form will be added to that system, firms are encouraged to register and update their information on the above website to 1) provide more detailed information regarding their area of work, and 2) ensure that they continually receive notices about business opportunities with Contra Costa County.

Your firm's registration with Contra Costa County will be valid for three years from the date this form is entered into the County's database. After that three-year period, your firm will be required to either confirm or update the information contained herein.

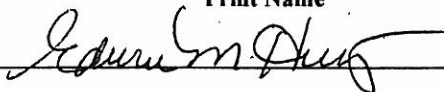
The undersigned certifies and swears under penalty of perjury that all information contained in this form is true and correct. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or have been awarded as well as deleting the business from the online SBE and Outreach databases maintained by the County and the County's database contractor.

By Edwin Hultgren

Print Name

President

Title



Signature

November 2, 2010

Date

Return this Self-Certification Form to:

**Contra Costa County
General Services Dept., Purchasing Division
1220 Morello Ave. Ste 210
Martinez, CA 94553
Fax: 925-313-7319**

**For clarification or assistance with
this form, please contact:**

**Purchasing Division
General Services Department
Phone: 925-313-7300**



Contra Costa County Solicitation Form

Small Business Enterprise and Outreach Programs

The Small Business Enterprise (SBE) Program applies to: (1) county-funded construction contracts of \$25,000 or less; (2) purchasing transactions of \$50,000 or less and (3) professional/personal service contracts of \$50,000 or less. *Note: Certain contracts and purchasing transactions are exempt (see SBE Program, pages 3-4, for list of exemptions).*

A Small Business Enterprise (SBE) is an independently owned and operated business; which is not dominant in its field of operation; the principal office of which is located in California; the officers of which are domiciled in California; and which, together with affiliates, has 100 or fewer employees and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer with 100 or fewer employees.

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned and whose management and daily business operations are controlled by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group. The management operations, and control must be substantial, real, and on-going on a regular basis.

A Women Business Enterprise (WBE) is a business entity at least 51% owned and whose management and daily business operations are controlled by one or more women who are citizens or lawful permanent residents of the United States. The management operations, and control must be real, substantial and on-going, on a regular basis.

A Disadvantaged Business Enterprise (DBE) is a small business concern (pursuant to Section 3 of the Small Business Act) owned and controlled by socially and economically disadvantaged individuals. This means that socially and economically disadvantaged individuals must own at least 51% of the business, and they must control the management and operations of the business. DBE criteria is used only for state or federally funded projects that require DBE goals.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Contra Costa County.

An Other Business Enterprise (OBE) is a business entity which does not otherwise qualify as an MBE or WBE.

A Disabled Veteran Business Enterprise (DVBE) is a business entity at least 51% owned by one or more disabled veterans and whose daily business operations must be managed and controlled by one or more disabled veteran(s); the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s); and the home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based-business). The disabled veteran must be a California resident, have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.

SECTION 1 Firms Solicited (Use additional paper if needed)

1. Complete the following:

a. To your knowledge was any of your solicitation to an:

1 1 4 4
MBE ☒ WBE ☐ DBE ☒ SBE ☒ LBE ☒ OBE ☐ DVBE ☐

b. If yes, list the names of firm solicited (Use additional paper if needed).

Date	Firm Name	Contact Person	Telephone Number	Check Appropriate Boxes						
				MBE	WBE	DBE	SBE	LBE	OBE	DVBE
1) 9/18/2008	Cal Engineering and Geodesy Inc	Phillip Gregory	(925) 935-9771	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: Submitted statement of Qualifications Package										
2) 9/18/2008	Engco		(925) 866-9000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: Sub None										
3) 9/18/2008	Hultgren Tillis Engineers	Ed Hultgren	(925) 685-6300	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: Submitted statement of Qualifications - Chosen for contract										
4) 9/18/2008	Questa Engineering		(510) 236-6114	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: None										
5) 9/18/2008	AGS Inc.	Dennis Wong	(415) 777-2166	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Response: Submitted Statement of Qualifications

6) 2/18/2008 Sage and Associates Geotechnical Engineering (916) 729-8050 ☐ ☐ ☐ ☒ ☐ ☐ ☐

Response: None

7) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

8) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

9) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

10) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

SECTION 2 Contract Awarded To:

Name or type of Contract/Transaction: Consulting Services Agreement Contract/Transaction No.:

Purchasing ☐ Professional/Personal Services ☒ Construction ☐

Firm Awarded Contract/Transaction (Print) Hultgren Tillis Engineers Date Contract/Transaction Awarded

Street Address (City, State) 2221 Commerce Avenue, Suite A-1, Concord, CA (Zip Code) 94520-4987

Contact Person Ed Hultgren Dollar Amount of Contract/Transaction \$ 350,000.00

(Area Code) Phone No. (925) 685-6300 (Area Code) Fax No. (925) 685-6768 e-mail edhultgren@hultgren-tillis.com

Scope of work or purpose: Geotechnical Investigation of Wildcat and San Pablo Creek levees for FEMA certification

*****For Department Use Only*****

The undersigned certifies that he/she consulted the Contra Costa County Small Business Enterprise (SBE) and Outreach Program Directory and, for businesses or trades not contained in the County Directory, other Directories (for example, California Unified Certification Program (CUCP), State of California Department of Transportation (CalTrans), and U. S. Small Business Administration-San Francisco District Office) prior to initiating solicitation efforts for each contract listed on this Solicitation Form.

STEPHEN KOWALEWSKI

Department Head/Deputy (Print Name)

[Signature] 11/17/10 925-313-2225
Department Head/Deputy (Signature) Date Phone No.

SKOWA@PW.CCCOUNTY.US

E-mail PUBLIC WORKS

Department (Print Name)

To: Flood Control District Board of Supv

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 3, 2011



**Contra
Costa
County**

Subject: Proposition 84 Grant Application Cost Share payment for the Upper Sand Creek Basin. Project No. 7562-6D8518

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control & Water Conservation District (FC District), or designee, to pay up to \$27,000 to the Contra Costa Water District for costs associated with the development and submittal of a Proposition 84 implementation grant application prepared by consultants to the Contra Costa Water District, East County area. (100% Drainage Area 130 Funds)

FISCAL IMPACT:

There is no impact on the County General Fund. This will allow the FC District to pay its share of the Proposition 84 (Prop 84) implementation grant proposal costs.

BACKGROUND:

The FC District has been participating in the East Contra Costa County (ECCC) Integrated Regional Water Management (IRWM) Group, which was formed in response to the Proposition 50 (Prop 50) requirements. Prop 50 required that a project needed to be included in an Integrated Regional Water Management Plan (IRWMP) to be eligible for Prop 50 funding. The East County Water Management Association developed a "functional equivalent" IRWMP and used it to successfully apply for Prop 50 funding for several projects in East County. The FC District's Upper Sand Creek Basin project is in the ECCC IRWMP.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:
January 18, 2011**

RECUSE 

Contact: Mark Boucher (925) 313-2274

David J. Iwa,
County
Administrator and
Clerk of the Board
of Supervisors

By: , Deputy

cc: Mark Boucher, Flood Control, Paul Detjens, Flood Control, Carl Roner, Flood Control, Catherine Windham, Flood Control, Roberta Goulart, Dept. of Conservation & Development

BACKGROUND: (CONT'D)

In the latter months of 2010 through January 2011, the ECCC IRWM Group has, through Contra Costa Water District, hired a consultant to successfully prepare and submit an implementation grant application for Prop 84. Contra Costa County, through the Contra Costa Water Agency, has entered into an agreement to share the costs of developing the grant application. The grant application preparation costs are being shared in proportion to the requested amount.

The FC District is requesting a grant amount of \$2,000,000 for its Upper Sand Creek Basin project, which is one of seven (7) projects in the total grant request of \$12,660,000. The FC District's proportionate share of the \$167,500 professional services cost is 16%, or \$26,461. The funds are to be paid directly to the Contra Costa Water District under the authority of an agreement executed by a representative of the Contra Costa Water Agency.

CONSEQUENCE OF NEGATIVE ACTION:

The FC District will not have the authorization to pay its share of the grant proposal costs to the Contra Costa Water District. This could delay payment to the consultant who prepared the grant proposal in good faith. The FC District may not be eligible to receive \$2,000,000 in Prop 84 grant funds and the FC District would need to seek other funding sources to construct the Upper Sand Creek Basin project.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

To: Board of Supervisors

From: Clerk of the Board

Date: January 11, 2011



**Contra
Costa
County**

Subject: CLAIMS FOR JANUARY 18, 2011

RECOMMENDATION(S):

DENY claims filed by Sean McCauley; James G. Harris; Jason Haskins; Tracie L. Jenkins; Paula Shields; Barbara Hause; and Stephen Hause; late claim filed by Greydis Guerra, a minor; and second amended claim filed by for California State Automobile Assoc. for Linda Decker.

FISCAL IMPACT:

BACKGROUND:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES NOES

ABSENT ABSTAIN

RECUSE

Contact: EMELDA SHARP (925) 335-1900

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

, County Administrator
and Clerk of the Board
of Supervisors

By: , Deputy

cc:

To: Board of Supervisors

From: Clerk of the Board

Date: January 5, 2011



**Contra
Costa
County**

Subject: BOARD MEMBER MONTHLY MEETING REPORTS FOR DECEMBER 2010

RECOMMENDATION(S):

ACCEPT Board member meeting reports for December 2010.

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, etc). The attached reports were submitted by Board of Supervisors members in satisfaction of this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: JULIE ENEA (925) 335-1077

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

, County Administrator
and Clerk of the Board
of Supervisors

By: , Deputy

cc:

Supervisor John Gioia

December – 2010 Monthly Meeting Report

<u>Date</u>	<u>Meeting</u>	<u>Location</u>
2	BCDC Meeting	San Francisco
11	Montalvin Cleanup	San Pablo
14	Board of Supervisors Meeting	Martinez
15	North Richmond Youth Center Planning Meeting	Richmond
16	BCDC	Oakland
30	Public Protection Committee	Martinez

Voice: 925-335-1046
Fax: 925-335-1076
Email: gayle@bos.cccounty.us

[illegible]

Supervisor Mary Nejedly Piepho - December 2010 AB1234 Report
(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, etc)).

Date	Meeting Name	Location	Purpose
1-Dec	* Delta Conservancy Meeting	Sacramento	Business Meeting
2-Dec	Constituent Meeting	Brentwood	Community Outreach
2-Dec	Constituent Meeting	Brentwood	Community Outreach
2-Dec	Constituent Meeting	Brentwood	Community Outreach
2-Dec	East Bay EDA Event	Oakland	Business Meeting
4-Dec	Young Women's Leadership Summit	Walnut Creek	Community Outreach
4-Dec	American Legion Event	Brentwood	Community Outreach
5-Dec	Alamo Annual Tree Lighting Event	Alamo	Community Outreach
6-Dec	Internal Operatiosn Subcommittee	Martinez	Business Meeting
6-Dec	Delta Staff Meeting	Martinez	Business Meeting
6-Dec	Constituent Meeting	Danville	Community Outreach
6-Dec	Constituent Meeting	Danville	Community Outreach
7-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
7-Dec	Danville Mayors Conference	Danville	Community Outreach
8-Dec	California Contractors Alliance Event	Walnut Creek	Community Outreach
8-Dec	Holiday Open House	Brentwood	Community Outreach
9-Dec	East Bay EDA Event	Oakland	Business Meeting
9-Dec	Contra Costa Solid Waste Authority Meeting	Walnut Creek	Business Meeting
9-Dec	Holiday Open House	Danville	Community Outreach
13-Dec	Dougherty Valley Oversight Committee	San Ramon	Business Meeting
13-Dec	Constituent Meeting	Danville	Community Outreach
13-Dec	Constituent Meeting	Danville	Community Outreach
13-Dec	Tri Valley Transportation Committee	Danville	Business Meeting
14-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
15-Dec	Constituent Meeting	Danville	Business Meeting
15-Dec	Constituent Meeting	Danville	Business Meeting
16-Dec	Contra Costa Regional Medical Center Professional Affairs Committee	Martinez	Business Meeting

16-Dec	Constituent Meeting	Martinez	Community Outreach
16-Dec	Delta Protection Commission	Stockton	Business Meeting
17-Dec	Marsh Creek Fish Ladder Celebration	Byron	Community Outreach
20-Dec	Constituent Meeting	Martinez	Business Meeting
20-Dec	Constituent Meeting	Martinez	Business Meeting
20-Dec	Constituent Meeting	Martinez	Community Outreach
20-Dec	Transportation, Water and Infrastructure Subcommittee Meeting	Martinez	Business Meeting

* Reimbursement may come from an agency other than Contra Costa County

Meeting Attendance Report

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, etc).

The following report on meetings attended by Supervisor Federal D. Glover during the month of December, 2010 is submitted in compliance with the requirement.

<u>Date</u>	<u>Meeting Name</u>	<u>Location</u>	<u>Purpose</u>
<u>12/02/10</u>	CAER Summit	Martinez	Yearly
<u>12/02/10</u>	Mayors Conference	Pittsburg	Monthly
<u>12/04/10</u>	Holiday Parade	Pittsburg	Yearly
<u>12/06/10</u>	Family & Human Mtg	Martinez	Monthly
<u>12/06/10</u>	CAPP Meeting	Antioch	As Needed
<u>12/07/10</u>	Board of Supervisors	Martinez	Weekly
<u>12/07/10</u>	Antioch Holiday Mtg	Antioch	Yearly
<u>12/07/10</u>	Pittsburg Holiday Mixer	Pittsburg	Yearly
<u>12/08/10</u>	Mirant Groundbreaking	Antioch	As Needed
<u>12/08/10</u>	Delta Diablo Brd Mtg	Antioch	Monthly
<u>12/09/10</u>	Lenny Byer Funeral	Brentwood	As Needed
<u>12/09/10</u>	State Route 4 Bypass	Antioch	Monthly
<u>12/10/10</u>	CCHP Jt. Conf. Mtg	Martinez	Quarterly
<u>12/14/10</u>	Board of Supervisors	Martinez	Weekly
<u>12/14/10</u>	Oakley Reorg Mtg	Oakley	Yearly
<u>12/16/10</u>	PUC Mtg	San Francisco	As Needed
<u>12/16/10</u>	BP Holiday & Cham GO	Bay Point	As Needed
<u>12/18/10</u>	CCC Sheriff Toy GA	Bay Point	Yearly
<u>12/20/10</u>	TWIC Mtg	Martinez	Monthly
<u>12/29/10</u>	Kwanzaa Celebration	Bay Point	Yearly

To: Board of Supervisors

From: John Gioia, District I Supervisor

Date: December 28, 2010



**Contra
Costa
County**

Subject: Declare January, 2011 as Human Trafficking Awareness Month in Contra Costa County

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☒ APPROVE

☐ OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**



APPROVED AS RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa,
County
Administrator and

**Contact: Kate Rauch 510-334-0885/Zero Tolerance for Domestic
Violence: Devorah Levine 925-313-1524/Juliana Carson 925-313-1591**

Clerk of the Board of
Supervisors

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2011/18

Declaring January, 2011 as Human Trafficking Awareness Month in Contra Costa County.

WHEREAS, Human Trafficking is the illegal trade in human beings for the purposes of commercial sexual exploitation or forced labor, a modern-day form of slavery; and

WHEREAS, Human Trafficking is lucrative and the fastest growing criminal industry in the world; globally, it is tied with the illegal arms trade as the second largest criminal activity, following the drug trade, and uses violent and exploitive tactics to prey upon vulnerable members of our communities – especially women and children; and

WHEREAS, the crime of Human Trafficking violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic exploitation, control and/or abuse; and

WHEREAS, the impact of Human Trafficking is wide-ranging, directly affecting foreign nationals as well as domestic men, women, children, and society as a whole; and

WHEREAS, it is often the most vulnerable members of our communities who are victimized by Human Trafficking, with perpetrators exploiting that vulnerability for their own needs and gains; affecting an estimated 1.2 million victims nationally each year with over half of those being forced into the sex industry and 98% of those being female. There is wide agreement that nationally 1:800 trafficking cases is prosecuted indicating that Contra Costa County's 2009 number of 35 prosecutions translates into an estimated 28,000 trafficking victims; and _

WHEREAS, the County's Zero Tolerance for Domestic Violence Initiative acknowledges that fighting modern slavery is a shared community responsibility therefore is working with numerous public and private agencies to establish the Zero Tolerance for Human Trafficking Coalition in order to strengthen the County's comprehensive response to this crime. This Initiative involves County Departments, law enforcement agencies, Asian Community Mental Health, Bay Area Legal Aid, Community Violence Solutions, STAND! For Families Free of Violence and numerous community based organizations and continuing to build its collaboration by linking with additional local, regional and federal agencies; and

WHEREAS, the County works to raise awareness so individuals will become more informed, and will take action to end Human Trafficking in their communities; and

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim January, 2011 as HUMAN TRAFFICKING AWARENESS MONTH, and urges all residents to actively participate in efforts to both raise awareness of and to end all forms of human trafficking in our communities.

GAYLE B. UILKEMA

Chair,
District II Supervisor

JOHN GIOIA

District I Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 18, 2011

David J. Twa,

By: _____, Deputy

To: Board of Supervisors

From: David Twa, County Administrator

Date: December 21, 2010



**Contra
Costa
County**

Subject: Property Tax Administrative Cost Recovery

RECOMMENDATION(S):

1. RECEIVE the 2010-11 report of the Auditor-Controller that contains the property tax-related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board for the 2009-10 fiscal year, as required by Resolution 97/129.
2. FIX March 1, 2011 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs.
3. DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing.
4. DIRECT the Clerk of the Board to prepare and publish the required legal notice and make supporting documentation available for public inspection.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Lisa Driscoll (925) 335-1023

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Laura Strobel, Robert Campbell, County Auditor-Controller, Lisa Driscoll, County Finance Director

RECOMMENDATION(S): (CONT'D)

FISCAL IMPACT:

None. The report details the property tax-related costs of the County in fiscal year 2009-10 in order to determine the amount of cost recovery in fiscal year 2010-11. The determination of the property tax administrative costs will occur at the hearing on March 1, 2011.

BACKGROUND:

In 1997, the Board of Supervisors adopted Resolution 97/129 which provides procedures for property tax administrative cost recovery. The recommended actions are necessary for implementation of Resolution 97/129 for the current fiscal year.

CONSEQUENCE OF NEGATIVE ACTION:

If the hearing is not set to consider and adopt the finding of property tax costs, the costs cannot be recovered, resulting in a loss of General Fund revenue in the current fiscal year.

CHILDREN'S IMPACT STATEMENT:

None.

Office of the Auditor-Controller
Contra Costa County

Robert R. Campbell
Auditor-Controller




Elizabeth A. Verigin
Assistant Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 646-2181
Fax (925) 646-2649

January 6, 2011

TO: Contra Costa County Board of Supervisors

FROM: Robert Campbell, Auditor-Controller 

SUBJECT: **2010-2011 Property Tax Administration Charges**

Commencing with the 1990-91 fiscal year, Revenue and Taxation Code §95.3 (replacing R&T §97.5), provides for the County Auditor-Controller to annually determine property tax administration costs proportionately attributable to incorporated cities and local jurisdictions for fiscal year 1989-90 and thereafter. For purposes of this section, property tax administration costs are the property tax related costs of the Assessor, Tax Collector, County Assessment Appeals Board, and Auditor-Controller, including applicable administrative overhead costs as permitted by Federal OMB Circular A-87 standards.

The following attachments comprise the 2010-11 Property Tax Administration report of the Auditor-Controller pursuant to the County Board of Supervisors' Resolution No. 97/129.

Attachment I summarizes the direct and overhead costs of the Assessor, Tax Collector, Assessment Appeals Board, and Auditor-Controller for the 2009-10 fiscal year. Also included are all offsetting revenues received by the County for providing property tax related services. The 2009-10 net cost of property tax administration was \$15,280,212. This amounts to approximately .75% of all 2009-10 property taxes levied countywide.

Attachment II allocates the \$15,280,212 net cost to each incorporated city and to each local jurisdiction receiving property tax revenues during the 2010-11 fiscal year. This cost allocation to each entity is based on the net revenues of each entity as a percentage of total revenues. School districts, community college districts, and the County Office of Education are exempt from those provisions authorizing County recovery of their proportionate share of property tax administrative costs. As a result, the County absorbs the Schools' share, which, this year, amounts to \$5,590,350.

CONTRA COSTA COUNTY

**AUDITOR-CONTROLLER'S REPORT
on
2010-2011 Property Tax Administration Charges**

Table of Contents

3	Summary Calculations
4	Assessor's Department
5	Treasurer-Tax Collector's Department
6	Auditor-Controller's Department
7	Assessment Appeals Board
8	Federal A-87 Overhead Allocation
9	Revenue Offsets
10	Allocation of Cost to Taxing Agencies

CONTRA COSTA COUNTY

2010-2011 Property Tax Administration Charges

SUMMARY CALCULATIONS

NOTE: Per Revenue and Taxation Code Section 95.3, the property tax administration fee to be charged in the 2010-11 Fiscal Year shall be based on the 2009-10 property tax related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board including applicable overhead costs as permitted by Federal Circular A-87 standards.

Property Tax Related Cost:

Assessor	\$ 14,759,478	
Tax Collector	3,415,053	
Auditor-Controller	1,364,730	
Assessment Appeals Board	<u>120,063</u>	
Total		\$19,659,324

Overhead Cost per Circular A-87:

Assessor	\$ 545,066	
Tax Collector	255,185	
Auditor-Controller	<u>73,100</u>	
Total		\$873,351

Less: Fees Received for Property Tax Related Services:

County General	\$ 1,424,387	
Assessor	348,325	
Tax Collector	2,511,975	
Auditor-Controller	<u>967,776</u>	
Total		<u>\$5,252,463</u>

**Net Property Tax Administration Cost,
2010-2011 Fiscal Year**

\$15,280,212

Source:

Attachment I Page 4 (2557SC10.xls)
Attachment I Page 5 (2557SI10.xls)
Attachment I Page 6 (2557SF10.xls)
Attachment I Page 7 (2557SM10.xls)
Attachment I Page 8 (2557SK10.xls)
Attachment I Page 9 (2557SH10.xls)

CONTRA COSTA COUNTY

2010-2011 Property Tax Administration Charges

ASSESSOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>		<u>ACTUAL 2009-2010</u>
Salaries & Employee Benefits	\$	12,745,075
Services & Supplies		2,131,163
Fixed Assets		0
Other Charges		5,000
Gross Cost	\$	14,881,238
Less:		
* Intrafund Transfers		(121,760)
Fixed Assets		0
TOTAL ASSESSOR COST	\$	14,759,478
LESS: ASSESSOR REVENUE OFFSETS		(348,325)
NET ASSESSOR DEPARTMENT COST		14,411,153

* Costs are related to preparing maps for LAFCO and County GIS related expenses.

Source:

Cost:

Appendix A-1, Contra Costa Final Budget, Schedule 9F, Assessor Budget Unit, Actual
Final Budget Statement, Final Expenditure Ledger, JVs

Revenue Offset:

Attachment I Page 9, 2557SH10.xls, Revenue Offsets, Assessor

CONTRA COSTA COUNTY

2010-2011 Property Tax Administration Charges

TREASURER-TAX COLLECTOR'S DEPARTMENT

	DIRECT AND INDIRECT DEPARTMENTAL COST	ACTUAL 2009-2010
Salaries & Employee Benefits		\$ 3,109,041
Services & Supplies		1,570,023
Other Charges		17,716
Fixed Assets		8,972
Gross Cost		\$ 4,705,752
Less:		
* Fixed Assets		(8,972)
Intrafund transfers		(6,160)
Treasury Function Costs		(1,137,297)
Business License Program		(138,270)
TOTAL TAX COLLECTOR COST		\$ 3,415,053
 LESS: TAX COLLECTOR REVENUE OFFSETS		 \$ (2,511,975)
 NET TAX COLLECTOR COST		 \$ 903,078

* Fixed asset costs included in the A-87 allocation are excluded from direct costs.

Source:

Cost:

Appendix B-1, Contra Costa Final Budget, Schedule 9F, Treasurer-Tax Collector Budget Unit
Appendix B-2 Treasurer-Tax Collector Dept SB2557 Excluded Cost Total Expenditures

Revenue Offset:

Attachment I Page 9, Revenue Offsets, Tax Collector

CONTRA COSTA COUNTY
2010-2011 Property Tax Administration Charges
AUDITOR-CONTROLLER'S DEPARTMENT

PROPERTY TAX FUNCTION - DIRECT AND INDIRECT DEPARTMENTAL COSTS	ACTUAL 2009-2010
Salaries & Employee Benefits	\$ 632,825 (1)
Information Technology Costs	438,600 (2)
Other Services and Supplies	109,716 (3)
Accounts Payable - Supplemental & Other Tax Refunds	29,527 (3)
Department Overhead Allocation	<u>154,062 (4)</u>
GROSS PROPERTY TAX FUNCTION COSTS	\$ 1,364,730
LESS: TOTAL PROPERTY TAX FUNCTION REVENUE OFFSETS	\$ <u>(967,776) (5)</u>
NET AUDITOR-CONTROLLER COST	\$ <u>396,954</u>

Source:

Cost:

(1) Appendix D-1 Total Salary & Benefits-Tax Functions(2557SB10.xls)

(2) Appendix E-1

(3) Appendix F-1

(4) Appendix F-2

Revenue Offset:

(5) Attachment I Page 9, Revenue Offsets, Auditor Controller

CONTRA COSTA COUNTY
2010-2011 Property Tax Administration Charges
ASSESSMENT APPEALS BOARD

<u>DIRECT AND INDIRECT COSTS</u>	<u>ACTUAL</u> <u>2009-2010</u>
Clerk of the Board	\$ 61,714
Assessment Appeals Board - allowances and postage	20,663
County Counsel	<u>37,687</u>
TOTAL ASSESSMENT APPEALS BOARD COSTS	\$ <u>120,063</u>

Source:
Appendix H-1

CONTRA COSTA COUNTY
2010-2011 Property Tax Administration Charges
FEDERAL A-87 OVERHEAD ALLOCATION

<u>Department</u>	A-87 Plan 2009-2010 <u>Actual</u>	Percent Property Tax <u>Related</u>	Net to <u>Allocate</u>
Assessor	\$ 545,066	100%	\$ 545,066
Tax Collector	349,568	73%	255,185
Auditor-Controller(Tax Division)	<u>73,100</u>	100%	<u>73,100</u>
TOTALS	\$ <u>967,734</u>		\$ <u>873,351</u>

Source:
Appendix G-2
Attachment I Page 5 Gross & Total Tax Collector Cost (2557SI09.xls)

CONTRA COSTA COUNTY

REVENUE OFFSETS

County General

0005 9608 Supplemental Tax Administration Fees	\$	<u>1,424,387</u>	
			\$ 1,424,387

Assessor

0016	1600 Administration	855,492	
	1600 Excludable revenues (Direct credits and non-property tax related revenues)	(730,000)	
0016	1605 Drafting	15,902	
	1610 Appraisal	0	
	1647 Roll Maintenance	<u>206,931</u>	
			\$ 348,325

Tax Collector

0015	Tax Collector Revenue	3,343,022
	Excludable revenues (Direct credits and non-property tax related revenues)	<u>(831,047)</u>
		\$ 2,511,975

Auditor-Controller

0010 1004 Tax & Cost Accounting Division Revenue	1,224,176	
Excludable revenues (Direct credits and non-property tax related revenues)	<u>(256,400)</u>	
		\$ 967,776

TOTAL REVENUE OFFSETS	\$ 5,252,463
-----------------------	--------------

Source :
County General: Appendix C-5
Assessor: Appendix C-2
Tax Collector: Appendix C-3
Auditor Controller: Appendix C-4

**CONTRA COSTA COUNTY
2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011 AB 8 Allocation	2010-2011 Unitary/Rt of Way Allocation	2010-2011 Triple Flip & Vlf Swap Adj	2010-2011 Estimated RDA Pass Thru	Net Revenue	2010-2011 Adj Allocation Factors	15,280,212 to 99
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
<u>GENERAL COUNTY JURISDICTION</u>								
1003	County General	161,815,392.11	7,586,305	93,233,416	262,934	262,898,047	0.1823800850384	2,786,799

COUNTY GOVERNED SPECIAL DISTRICTS

1206	County Library	18,730,753.65	412,608		26,977	19,170,338	0.0132990259775	203,212
2020	Contra Costa Fire	77,656,645.71	1,110,712		68,646	78,835,003	0.0546901537131	835,677
2028	Crockett Carquinez Fire	401,960.23	10,273			412,234	0.0002859765871	4,370
3060	East Contra Costa Fire	8,244,723.59	82,840			8,327,563	0.0057770747800	88,275
2401	Service Area L-100	717,662.65	16,590		25,669	759,922	0.0005271800320	8,055
2470	Service Area M-1	29,248.60	1,242			30,490	0.0000211519028	323
2475	Service Area M-29	51,983.64	594			52,578	0.0000364747142	557
2488	Service Area M-16 Clyde	20,512.38	206			20,718	0.0000143730301	220
2489	Service Area M-17 Montalvin	133,424.81	1,856			135,281	0.0000938480520	1,434
2492	Service Area M-20 Rodeo	9,205.30	120			9,326	0.0000064695550	99
2494	Svc Area RDA Bethel Isle	6,498.44	106			6,604	0.0000045814641	70
2496	Svc Area M23 Blackhawk	1,711,299.94	15,326			1,726,626	0.0011978107972	18,303
2505	Flood Control CCC Water	2,327,687.16	52,211		3,165	2,383,063	0.0016532005711	25,261
2520	Flood Control Zone 3B	3,927,107.07	58,117			3,985,224	0.0027646667112	42,245
2521	Flood Cont Z1 Marsh Crtk	1,211,266.97	15,669			1,226,936	0.0008511614615	13,006
2527	Flood Control Zone 7	44,044.50	1,175		1,945	47,165	0.0000327194017	500
2530	Flood Control Zone 8	15,166.22	455			15,621	0.0000108370783	166
2531	Flood Control Zone 8A	19,388.64	361			19,750	0.0000137009545	209
2550	Flood Cont Drainage 290	1,361.17	22			1,383	0.0000009596816	15
2551	Flood Cont Drainage 300	3,217.07	42			3,260	0.0000022612553	35

**CONTRA COSTA COUNTY
2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011	2010-2011	2010-2011	2010-2011	Net Revenue	2010-2011	to Allocate
		AB 8 Allocation	Unitary/Rt of Way Allocation	Triple Flip & Vlt Swap Adj	Estimated RDA Pass Thru		Adj Allocation Factors	
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
2552	Flood Cont Drainage A13	237,647.29	2,348			239,995	0.0001664918755	2,544
2554	Flood Cont Drainage 10	243,127.02	2,429			245,556	0.0001703492807	2,603
2563	Flood Cont Drainage 127	9,434.38	202			9,636	0.0000066850193	102
2563	Flood Cont Drainage 16	59,477.71	619			60,097	0.0000416911042	637
2652	S/A Pl 2 Danville	7,018.39	81			7,100	0.0000049251735	75
2653	S/A Pl-2 Zone A	114,843.08	1,002			115,845	0.0000803649998	1,228
2655	S/A Pl 5 Round Hill	196,609.55	1,625			198,234	0.0001375208215	2,101
2656	S/A Police-6	3,127,630.29	1,231,666			4,359,296	0.0030241717409	46,210
2657	S/A Pl-2 Zone B	137,305.82	1,760			139,066	0.0000964743074	1,474
2702	S/A Lib-2 El Sobrante	81,654.17	2,097			83,751	0.0000581004698	888
2710	S/A Lib-10 Pinole	936.17	15			952	0.0000006601091	10
2712	S/A Lib-12 Moraga	8,794.61	312			9,107	0.0000063175586	97
2713	S/A Lib-13 Ygnacio	108,487.03	1,326			109,813	0.0000761804081	1,164
2751	Svc Area R-4 Moraga	25,664.04	909			26,593	0.0000184481176	282
2758	Svc Area R-7 Zone A	815,506.55	9,576			825,083	0.0005723840132	8,746
2825	Co Co Co Water Agency	445,487.48	9,107		819	455,414	0.0003159340125	4,828
								1,315,021
<u>AUTONOMOUS SPECIAL DISTRICTS</u>								
3005	San Ramon Valley Fire	48,231,738.56	896,512		271,292	49,399,542	0.0342699111646	523,652
3007	Kensington Fire	2,788,828.85	21,219			2,810,048	0.0019494128737	29,787
3011	Rodeo-Hercules Fire	2,668,424.22	60,590			2,729,014	0.0018931969180	28,928
3074	Moraga-Orinda Fire District	16,682,175.77	159,482			16,841,658	0.0116835519824	178,527
3102	Co Co Resource Cons	187,457.75	4,483		763	192,704	0.0001336845792	2,043

**CONTRA COSTA COUNTY
2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011 AB 8 Allocation	2010-2011 Unitary/Rt of Way Allocation	2010-2011 Triple Flip & Vif Swap Adj	2010-2011 Estimated RDA Pass Thru	Net Revenue	2010-2011 Adj Allocation Factors	15,280,212 to 88
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
3255	Kensington Community Svc	1,255,706.66	10,539			1,266,246	0.0008784319652	13,423
3260	Diablo Community Svc	314,197.01	2,333			316,530	0.0002195866002	3,355
3301	CCC Mosquito Abate Dst1	3,379,968.87	90,355		1,432	3,471,756	0.0024084591745	36,802
3406	Central CC Sanitary	11,847,965.92	222,258		32,832	12,103,055	0.0083962445120	128,296
3409	Mt View Sanitary	278,521.68	6,236			284,758	0.0001975450656	3,019
3411	Ironhouse Sanitary	182,488.97	4,455			186,944	0.0001296882437	1,982
3414	Rodeo Sanitary	198,740.32	4,023			202,764	0.0001406631527	2,149
3416	West Co Wastewater	821,516.60	13,988		4,630	840,135	0.0005828262456	8,906
3418	Stege Sanitary	309,547.04	3,889			313,436	0.0002174397380	3,323
3422	Byron Sanitary	23,809.43	609			24,419	0.0000169398365	259
3240	Crockett-Valona Sanitary	253,074.79	7,975			261,050	0.0001810980405	2,767
3430	Twn of Discovery Bay (Comm Sv	460,842.65	4,200			465,042	0.0003226134605	4,930
3480	Delta Diablo Z1 W Pittsburg	309,368.24	11,452		63,683	384,503	0.0002667410972	4,076
3481	Delta Diablo Z2 Pittsburg	400,341.16	4,412		50	404,803	0.0002808237886	4,291
3482	Delta Diablo Z3 Antioch	814,195.06	12,919			827,114	0.0005737935706	8,768
3515	Los Medanos Healthcare	588,259.12	106,146		17,090	711,495	0.0004935851534	7,542
3520	Mt Diablo Healthcare	243,082.76	1,638			244,721	0.0001697703048	2,594
3525	West CCC Healthcare	2,779,039.09	55,299			2,834,338	0.0019662632917	30,045
3601	Alamo-Lafayette Cemetery	221,576.28	3,174			224,751	0.0001559160795	2,382
3603	B B K Union Cemetery	369,387.06	6,278			375,665	0.0002606096198	3,982
3700	Ambrose Rec & Park	324,160.31	15,801		53,249	393,210	0.0002727816254	4,168
3715	Green Valley Rec & Park	39,580.59	373			39,954	0.0000277171112	424
3735	Pleasant Hill Rec & Park	2,425,676.81	41,981		760	2,468,418	0.0017124136155	26,166
3740	Rolling-Willart Rec&Park	19,469.85	344			19,813	0.0000137451175	210

CONTRA COSTA COUNTY **2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011 AB 8 Allocation	2010-2011 Unitary/Rt of Way Allocation	2010-2011 Triple Flip & Vif Swap Adj	2010-2011 Estimated RDA Pass Thru	Net Revenue	2010-2011 Adj Allocation Factors	15,280,212 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
3770	Bethel Isle Muni Imp	396,247.94	7,594			403,842	0.0002801570978	4,281
3803	Co Co Co Water	1,970,761.57	161,382		4,351	2,136,495	0.0014821490140	22,648
3830	Castle Rock Co Water	11,069.70	88			11,158	0.0000077403959	118
4001	East Bay Muni Utility	10,654,154.00	163,675		43,395	10,861,224	0.0075347492913	115,133
4002	EBMUD Special District 1	296,960.07	2,808			299,768	0.0002079576514	3,178
4007	A-C Transit Spec Dist 1	6,601,977.42	125,405			6,727,382	0.0046669822193	71,312
4009	BART	8,441,202.69	185,395		14,432	8,641,029	0.0059945354153	91,598
4010	Bay Area Air Management	2,460,484.88	54,046			2,514,531	0.0017444036025	26,655
4025	Dublin San Ramon Svcs	419,139.79	1,102			420,242	0.0002915342842	4,455
4026	East Bay Regional Park	36,523,347.40	832,791		31,546	37,387,684	0.0259369330981	396,322
4110	Reclamation Dist 800 Exp	640,787.11	8,214			649,001	0.0004502311843	6,880
4111	Discovery Bay Rec/Drg	35,035.06	456			35,491	0.0000246210114	376
4180	East Co Co Irrigation	2,026,994.06	21,391			2,048,385	0.0014210249533	21,714
4181	Byron-Bethany Irrigation	801,556.09	8,402			809,958	0.0005618918809	8,586
								1,840,052
<u>CITIES & CITY SPECIAL DISTRICTS</u>								
4201	City of Clayton	706,581.61	11,899	826,975	48,786	1,594,241	0.0011059718621	16,899
4202	City of Concord	10,643,740.04	179,109	13,060,186		23,883,035	0.0165683621098	253,168
4203	City of Brentwood	6,348,264.30	48,497	3,920,957	18,472	10,336,190	0.0071705181830	109,567
4204	City of San Pablo	239,239.25	11,374	2,051,814		2,302,427	0.0015972610542	24,406
4205	City of El Cerrito	5,533,300.03	66,265	2,583,122		8,182,687	0.0056765697489	86,739
4206	City of Walnut Creek	11,009,833.25	174,547	8,201,120		19,385,500	0.0134482897839	205,493
4207	City of Pleasant Hill	2,285,911.14	18,694	3,701,995		6,006,600	0.0041669542218	63,672
4208	City of Martinez	6,439,837.14	104,905	3,406,901		9,951,643	0.0069037466797	105,491

CONTRA COSTA COUNTY **2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011 AB 8 Allocation	2010-2011 Unitary/Rt of Way Allocation	2010-2011 Triple Flip & Vif Swap Adj	2010-2011 Estimated RDA Pass Thru	Net Revenue	2010-2011 Adj Allocation Factors	15,280,212 to Allocate
		(1)	(2)	(3)	(4)		(6)	(7)
4209	City of Antioch	6,942,527.35	123,096	7,192,343		14,257,966	0.0098911691343	151,139
4210	City of Pittsburg	2,103,746.78	50,477	4,913,948		7,068,172	0.0049033980848	74,925
4211	City of Hercules	894,508.57	29,800	1,663,095		2,587,404	0.0017949578106	27,427
4212	City of Pinole	1,579,797.43	24,390	1,877,618		3,481,806	0.0024154309777	36,908
4213	Richmond Tax District 1	18,861,726.11	464,725	8,399,958		27,726,409	0.0192346230517	293,909
4214	City of Lafayette	3,420,526.33	20,942	2,474,612		5,916,080	0.0041041580930	62,712
4215	Town of Moraga	1,556,174.19	19,920	1,469,050		3,045,144	0.0021125057706	32,280
4216	Town of Danville	6,921,960.43	63,902	4,074,287		11,060,150	0.0076727501120	117,241
4217	City of San Ramon	11,333,789.61	267,907	4,923,432		16,525,128	0.0114639660250	175,172
4218	City of Orinda	3,535,147.51	40,312	1,620,699		5,196,158	0.0036047274777	55,081
4219	City of Oakley	1,569,940.57	12,337	2,167,374	29,579	3,779,230	0.0026217629021	40,061
4227	Richmond Tax District 3	6,922,147.72	91,781			7,013,929	0.0048657680494	74,350
4230	Richmond Sewer 1	168,109.87	3,903			172,012	0.0001193300740	1,823
4231	Brentwood Rec & Park Dist	1,290,179.27	10,348			1,300,527	0.0009022135917	13,786
4232	San Ramon M-29	1,908,360.89	4,928			1,913,289	0.0013273047896	20,281
4240	Pleasant Hill Lgt Dist 1	370,898.76	4,115			375,014	0.0002601580851	3,975
4241	Svc Area R-8 Walnut Creek	453,508.44	6,200			459,709	0.0003189132895	4,873
4248	Clayton Light Mice 1	27,022.23	379			27,401	0.0000190091648	290
4252	Martinez Pine Ridge Mice	5,577.80	75			5,653	0.0000039215024	60
4253	Martinez Parking Dist 1	55,239.63	548			55,788	0.0000387017787	591
4263	Lafayette Core Area Mtc	62,085.22	2,753			64,839	0.0000449804988	687
4264	Lafayette St Lt Mice Z1	7,155.88	62			7,218	0.0000050075051	77
4271	Concord Vly Terr SLLMtc	2,753.69	37			2,790	0.0000019358192	30
4272	Concord Kirkwood Mice 1	40,818.50	472			41,290	0.0000286441364	438

**CONTRA COSTA COUNTY
2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011 AB 8 Allocation	2010-2011 Unitary/Rt of Way Allocation	2010-2011 Triple Flip & Vlt Swap Adj	2010-2011 Estimated RDA Pass Thru	Net Revenue	2010-2011 Adj Allocation Factors	15,280,212 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4274	Concord Blhn Terr St Lt	736.10	14			750	0.0000005205864	8
4275	Pl Hill-Diablo Vista Wtr	139,080.04	1,204			140,284	0.0000973191456	1,487
4280	Antioch Parking Mice 1A	21,940.94	391			22,332	0.0000154922517	237
4285	Moraga St Lt Mice 1	115,685.48	1,029			116,714	0.0000809679356	1,237
4294	Oakley Police Services	274,645.72	1,241			275,887	0.0001913909800	2,924

REDEVELOPMENT AGENCIES

4701	Antioch	4,309,336.85	122,986			4,432,322	.0030748320583		46,984
4702	Antioch Project 2	1,029,319.59	3,739			1,033,059	.0007166633028		10,951
4703	Antioch Project 3	43,263.46	298		(9,503)	34,058	.0000236273386		361
4704	Antioch Project 4	1,187,153.49	7,460		(32,377)	1,162,236	.0008062772106		12,320
4705	Antioch Project 4, Amd 1	625,570.57	2,497		(343)	627,725	.0004354710607		6,654
4706	Brentwood Project	1,783,619.77	19,655			1,803,275	.0012509844795		19,115
4707	Brentwood Amendment 1	693,390.55	8,461			701,852	.0004868951553		7,440
4708	North Brentwood	2,984,476.79	10,994		(20,033)	2,975,438	.0020641485285		31,541
4709	North Brwd Amd 2	306,503.64	637			307,140	.0002130723096		3,256
4710	Central Concord	14,765,102.04	768,435			15,533,537	.0107760699708		164,661
4711	Concord Commerce	540,637.87	8,000			548,638	.0003806061242		5,816
4712	Cent Concord RDA Amd	494,048.94	539			494,588	.0003431102831		5,243
4714	Clayton	5,063,460.42	23,286		(92,939)	4,993,808	.0034643508284		52,936
4716	Hercules Dynamite	5,750,131.36	46,562			5,796,694	.0040213364959		61,447
4717	Hercules RDA Proj 2	3,854,302.92	13,103			3,867,406	.0026829331098		40,996
4718	Hercules Merged Dyn & Proj2	144,785.89	0			144,786	.0001004422179		1,535
4720	El Cerrito	4,868,049.28	59,154			4,927,203	.0034181455416		52,230

CONTRA COSTA COUNTY **2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011	2010-2011	2010-2011	2010-2011	Net Revenue	2010-2011	to Allocate
		AB 8 Allocation	Unitary/RI of Way Allocation	Triple Flip & Vif Swap Adj	Estimated RDA Pass Thru		Adj Allocation Factors	
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4721	El Cerrito Area II	1,599.25	80			1,679	.0000011650976	18
4725	Pinole Vista	5,496,674.97	64,942			5,561,617	.0038582569161	58,955
4726	Pinole Vista 81	3,493,540.59	31,464			3,525,005	.0024453991758	37,366
4728	Oakley RDA Proj 2	100,996.72	355			101,352	.0000703108338	1,074
4730	Pittsburg Marina	0.00	1,278			1,278	.0000008863988	14
4731	Pittsburg Riverside	262,387.79	5,511			267,899	.0001858493302	2,840
4732	Pittsburg Neighborhood I	948,091.27	8,877			956,969	.0006638772372	10,144
4733	Pittsburg Neighborhood II	418,753.84	5,522			424,276	.0002943327243	4,497
4734	Pittsburg/Los Medanos I	22,167,860.36	325,751			22,493,612	.0156044780876	238,440
4735	Pittsburg/Los Medanos II	3,175,079.83	57,967			3,233,047	.0022428595851	34,271
4736	Pittsburg/Los Medanos III	9,890,619.88	30,355			9,920,974	.0068824709378	105,166
4737	Richmond 8A RDA 2000 Amnd	784,759.31	3,634			788,393	.0005469315317	8,357
4738	Richmond 10A RDA 2000 Amnd	668,256.09	1,093			669,349	.0004643470375	7,095
4739	Richmond 1A RDA 2000 Amnd	114,826.82	219			115,046	.0000798106106	1,220
4740	Richmond 1A	333,147.58	9,608			342,756	.000237798403	3,633
4741	Richmond 8A	699,220.88	7,526			706,747	.0004902909256	7,492
4742	Richmond 10A	690,815.41	19,237			710,053	.0004925843601	7,527
4743	Richmond 10B	53,312.99	2,677			55,990	.0000388418009	594
4744	Richmond 11A	9,723,055.38	54,491			9,777,547	.0067829707628	103,645
4745	Richmond 12A	56,801.33	1,370			58,171	.0000403551714	617
4746	Richmond 8A Henley	50,913.64	538			51,452	.0000356936017	545
4747	Richmond 1B	89,683.45	586			90,270	.0000626229046	957
4748	Richmond 1C-Potrero	870,821.56	5,396			876,218	.0006078561433	9,288
4749	Richmond 3A	806,898.26	4,246			811,145	.0005627147688	8,598

15,280,212

**CONTRA COSTA COUNTY
2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011 AB 8 Allocation	2010-2011 Unitary/Rt of Way Allocation	2010-2011 Triple Flip & Vif Swap Adj	2010-2011 Estimated RDA Pass Thru	Net Revenue	2010-2011 Adj Allocation Factors	15,280,212 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4750	Walnut Creek-So Broadway	912,161.55	8,484			920,646	.0006386787890	9,759
4751	Walnut Creek-Mt Diablo	2,713,830.23	13,628			2,727,458	.0018921177869	28,912
4752	Richmond 6A RDA 2000 Amnd	21,145.81	54			21,199	.0000147066593	225
4753	Richmond 10B RDA 2000 Amnd	12,804.34	68			12,872	.0000089298226	136
4754	Richmond 6-A Amend 1	387,573.68	834			388,408	.0002694498951	4,117
4755	Richmond 6-A	542,096.67	2,590			544,687	.0003778650054	5,774
4756	Danville Downtown	2,514,218.64	24,750		(276,534)	2,262,435	.0015695175351	23,983
4757	Richmond 11A RDA 2000 Amnd	9,734.97	100			9,835	.0000068228487	104
4758	Richmond 10B RDA 2006 Amnd	0.00	8,285			8,285	.0000057477903	88
4760	San Pablo-So Entrance	346,911.75	6,150			353,062	.0002449291996	3,743
4761	San Pablo-El Portal	1,994,578.61	38,381			2,032,959	.0014103233806	21,550
4762	San Pablo-El Portal 79	2,390,816.16	41,721			2,432,537	.0016875220450	25,786
4763	San Pablo-Oak Park	795,978.23	8,230			804,209	.0005579030414	8,525
4764	San Pablo-Sheffield	281,938.39	3,955			285,893	.0001983325455	3,031
4765	San Pablo-Bayview	1,405,636.34	16,389			1,422,026	.0009865007915	15,074
4766	San Pablo-El Portal 80	1,152,695.99	20,411			1,173,107	.0008138188184	12,435
4767	San Pablo-Oak Park 79	51,235.08	433			51,668	.0000358434611	548
4768	San Pablo-Bayview 80	122,049.67	463			122,513	.0000849908956	1,299
4769	San Pablo-Legacy RDA	826,975.84	4,523			831,499	.0005768351297	8,814
4770	Pleasant Hill Commons	2,767,749.59	19,106			2,786,855	.0019333233040	29,542
4771	Pleasant Hill Commons 1A	90,972.81	819			91,792	.0000636790035	973
4772	Plsnt Hill Schoolyrd Anx	882,659.23	5,524			888,183	.0006161587326	9,415
4773	Plsnt Hill Comm 2001 Amnd	743,866.85	1,577			745,444	.0005171360930	7,902
4774	Pleasant Hill Commons 2009 Av	18,970.67	0			18,971	.0000131605101	201

**CONTRA COSTA COUNTY
2010-2011 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2010-2011	2010-2011	2010-2011	2010-2011	Net Revenue	2010-2011	to Allocate
		AB 8 Allocation	Unitary/Rt of Way Allocation	Triple Flip & Vif Swap Adj	Estimated RDA Pass Thru		Adj Allocation Factors	
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4775	Lafayette RDA	3,895,955.34	8,595			3,904,550	.0027087010474	41,390
4777	San Ramon	8,682,977.01	34,987		(787,426)	7,930,538	.0055016465445	84,066
4780	CoCoCo Pleasant Hill BART	7,253,120.62	35,414			7,288,535	.0050562701251	77,261
4781	CoCoCo West Pittsburg	2,191,507.25	16,602		(667,820)	1,540,290	.0010685440242	16,328
4782	CoCoCo North Richmond	1,940,528.18	9,284		(263,655)	1,686,157	.0011697368849	17,874
4783	CoCoCo PI H/BART Amnd 1	874,402.60	5,020		(8,423)	871,000	.0006042382844	9,233
4784	Oakley	2,624,095.60	14,612		(72,980)	2,565,728	.0017799205338	27,198
4785	Rodeo	1,711,301.19	8,171		(204,139)	1,515,334	.0010512313151	16,063
4786	CoCoCo Montalvin	126,833.66	1,297			128,131	.000088879894	1,358
								1,688,546

Sub-Total: Recoverable Cost	6,903,063
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SCHOOL DISTRICTS - EXEMPT FROM COST ALLOCATION

4016	Ed Phys Handic'd Elem	4,469.61	1,255			5,725	.0000039714994	61
4018	Livermore Jt Unified	213,983.18	59,722			273,705	.0001898773475	2,901
4020	Chab'l-Las Positas Com Coll	232,302.74	8,063			240,366	.0001667489437	2,548
4022	Dev Ctr Handic'd Minor	800.12	225			1,025	.0000007109482	11
4029	Trainable M.R. Alameda	2,016.16	566			2,582	.0000017914674	27
5001	Acalanes Union Hi Gen	30,907,155.88	414,756			31,321,911	.0217289285095	332,023
5101	Canyon Elementary Gen	63,440.03	1,153			64,593	.0000448097426	685
5201	Lafayette Elementary Gen	11,918,854.91	140,109			12,058,964	.0083656569074	127,829
5301	Moraga Elementary Gen	5,902,835.55	75,939			5,978,775	.0041476512184	63,377
5401	Orinda Elementary Gen	7,609,306.02	121,701			7,731,007	.0053632259553	81,951

ATTACHMENT II

Sub-Total: Exempt School Share	5,590,350
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To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 5, 2011



**Contra
Costa
County**

Subject: Medical Staff Appointments and Reappointments – December 2010

RECOMMENDATION(S):

Approve the new medical staff members, advancement to permanent staff, biennial reappointments, renewal of privileges, and resignations, form to request assignment to primary and secondary departments, new privileges for Psychiatric Nurse Practitioners and modifications to OBG privilege and primary department change and request for additional privileges recommended by the Medical Executive Committee at their December 20, 2010 Meeting, and by the Health Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Anna Roth, 370-5101

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Tasha Scott, Barbara Borbon, Joanna Fon

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with the Joint Commission on Accreditation of Healthcare Organizations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

A. Application form for Active or Courtesy Staff Membership, and assignment to Primary and Secondary Departments.

Attachment 1

B. Request for Psychiatry Privileges for Psychiatric Nurse Practitioners

Attachment 2

C. Request to modify OBG 19 privilege

Attachment 3

D. New Medical Staff Members

Robin Baltrushes, MD	Family Medicine
Kristine Girard, MD	Psychiatry/Psychology
Brian Hauck, MD	Internal Medicine
Mark Kogan, MD	Internal Medicine
Jon Whalen, MD	Psychiatry/Psychology

E. Request change of Primary Department, assignment of Secondary Departments, and request for additional privileges

Mark Vukalcic, MD	Internal Medicine
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F. Advance to Non-Provisional

Renee Cloud, MD	Psychiatry/Psychology	A
Victor Hong, MD	Psychiatry/Psychology	A
Joshua Niclas, MD	Psychiatry/Psychology	A
Deborah Raphael, MD	Psychiatry/Psychology	A
Vinod Sharma, MD	Psychiatry/Psychology	A

G. Biennial Reappointments

Cynthia Ashbrook, MD	Family Medicine	A
Judith Bliss, MD	Ob/Gyn	A
Gary Cecchi, MD	Internal Medicine	C
Sandeep Dosanjh, MD	Family Medicine	A
Robyn Draper-Praetz, PhD	Psychiatry/Psychology	C
John Echols, MD	Psychiatry/Psychology	A
Alexander Gorodetsky, MD	Psychiatry/Psychology	C
Erica Hansen, MD	Family Medicine	A
Sandyha Nair, MD	Psychiatry/Psychology	P/A
Landrus Pfeffinger, MD	Surgery – Ortho	P/C
Charles Saldanha, MD	Psychiatry/psychology	A
Harleen Sethi, DMD	Dental	C

Samir Shah, MD	Surgery	A
Richard Slawsky, MD	Psychiatry/Psychology	C
Joyce Tang, MD	Surgery	A
Mark Van Handel, MD	Internal Medicine	A
Mark Wille, MD	Internal Medicine	A

A=Active. C=Courtesy. P/A= Provisional Active. P/C=Provisional Courtesy

H. Biennial Renewal of Privileges

Marcia Furtado, NP	Family Medicine	Aff
Gina Medina, NP	Family Medicine	Aff

Aff= Affiliate

I. Voluntary Resignations

William Bruns, MD	Psychiatry/Psychology
Martha Corcoran, MD	Surgery
Celso Espiritu, MD	Psychiatry/Psychology



Attachment 1

Contra Costa Regional medical Center and Health Centers
2500 Alhambra Avenue – Martinez, CA 94553

Application for Active or Courtesy Staff

The Contra Costa Regional Medical Center and Health Centers Medical Staff have two primary categories. Please check which category you would like to apply for:

☐

Active Staff

These members regularly use the hospital and/or health centers in the care of patients. (This is usually 16 hours a week or more).

These members are usually more active in medical staff activities, can vote for department head, and in other medical staff matters, and pay somewhat higher dues at reappointment.

Members who work 8 – 16 hours a week can be active staff if they request to be on the active staff and are actively involved in medical staff activities.

☐

Courtesy Staff

These members occasionally use the hospital or health centers in the care of patients. (This is usually less than 16 hours a week).

These members are usually less active in medical staff activities, cannot vote for department head, or in other medical staff matters, and pay slightly lower dues at reappointment.

If at any time you would like to change your medical staff category, please contact the medical staff office.

To which Department would you like to be assigned? _____

Active members who work (or will work) 8 or more hours a week in a second department can request membership in that department. Would you like to request membership in a secondary department?

Secondary Department(s): _____

Print Name

Signature

Date

**Contra Costa Regional Medical Center
Privileges Request Form**

Practitioner: _____

Department(s)	Number	Privilege Description D=With Direct Supervision C=With Consultation U=Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	✓ Requested	✓ Granted	D=Denied P=Pending CNM=Criteria Not Meet
		PSYCHIATRY							
		Psychiatry - General Outpatient							
PED	PSI 14	General outpatient psychiatric care (excluding all cases where expected improvement is not soon apparent or when specialized therapeutic or diagnostic techniques are needed.) 0 - 13 years	C	Peds or Psyi + 1 yr. Child Psychiatry	1 yr.	N/A			
			U	Peds or Psyi + 1 yr. Child Psychiatry	2 yrs.	1 yr. in last 4 yrs.			
	PSI 15	General outpatient psychiatric care (excluding all cases where expected improvement is not soon apparent or when specialized therapeutic or diagnostic techniques are needed.) 14 - 17 years	C	Psyi or Psychiatric NP	1 yr.	N/A			
			U	Psyi or Psychiatric NP	2 yrs.	1 yr. in last 4 yrs.			
	PSI 16	General outpatient psychiatric care (excluding all cases where expected improvement is not soon apparent or when specialized therapeutic or diagnostic techniques are needed.) 18 - 59 years	C	Psyi or Psychiatric NP	1 yr.	N/A			
			U	Psyi or Psychiatric NP	2 yrs.	1 yr. in last 4 yrs.			
GER	PSI 17	General outpatient psychiatric care (excluding all cases where expected improvement is not soon apparent or when specialized therapeutic or diagnostic techniques are needed.) ≥ 50 years	C	FP or IM or Ger or Psyi or Psychiatric NP	1 yr.	N/A			
			U	Psyi or Ger or Psychiatric NP	2 yrs.	1 yr. in last 4 yrs.			

Attachment 3

**Contra Costa Regional Medical Center
Privileges Request Form**

Practitioner: _____

Department(s)	Number	Privilege Description D=With Direct Supervision C=With Consultation U=Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	✓ Requested	✓ Granted	D=Denied P=Pending CNM=Criteria Not Meet
		OBSTETRICS & GYNECOLOGY							
FAM	OBG 19	IUD insertion	D	CA lic. or FNP or PA	N/A	N/A			
			U	CA lic. or FNP or PA	5	N/A			

Deleted: (and removal)

To: Board of Supervisors

**From: Joe Valentine, Employment & Human Services
Director**

Date: January 5, 2011



**Contra
Costa
County**

Subject: Appoint John Rinaudo to the Advisory Counsel on Aging

RECOMMENDATION(S):

APPOINT John Rinuado to the City of Pittsburg Local Committee Seat on the Advisory Council on Aging, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

The Advisory Council on Aging recommends the appointment of John Rinaudo, 40 Surf Drive, Pittsburg, CA 94565.

Mr. Rinuado was appointed on December 20, 2010 by the Pittsburg City Council. Mr. Rinuado will fill the position vacated by Linda Strickland whose resignation was approved on July 17, 2010. The term for this appointment will expire September 30, 2012.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Earl Maciel 9-1648

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Earl Maciel

CONSEQUENCE OF NEGATIVE ACTION:

If unfilled, this vacancy will result in the Advisory Council on Aging losing valuable community resources.

CHILDREN'S IMPACT STATEMENT:

None

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 11, 2011



**Contra
Costa
County**

Subject: APPOINTMENT TO THE CONTRA COSTA COUNTY HOUSING AUTHORITY BOARD OF COMMISSIONERS

RECOMMENDATION(S):

APPOINT the following individual to the Tenant seat on the Contra Costa County Housing Authority Board of Commissioners, to complete the current unexpired two-year term ending on March 31, 2012, as requested by the Housing Authority Executive Director:

Geneva Green 2100 Buchanan Road
Antioch, CA 94509

FISCAL IMPACT:

No fiscal impact.

CONSEQUENCE OF NEGATIVE ACTION:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: JOSEPH VILLARREAL (925) 957-8011

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Housing Authority Executive Director, Housing Authority Admin Officer, County Counsel

BACKGROUND:

The Tenant seat on the Contra Costa County Housing Authority Board of Commissioners is currently vacant due to the resignation of Diana Tenes. In order to fill the vacancy, the Board of Commissioners requested the Housing Authority Executive Director to conduct a recruitment and present the candidates to a subcommittee composed of Commissioners Glover and Uilkema. The recruitment subcommittee approved the nomination of Geneva Green to the Tenant seat and forwards this nomination to the Board for approval today.

The Board of Commissioners anticipates reconstituting its membership structure in the coming months in response to recommendations of the U.S. Department of Housing and Urban Development. Today's nomination is consistent with plans for reconstitution of the Board of Commissioners.

CHILDREN'S IMPACT STATEMENT:

HOUSING AUTHORITY
OF THE
COUNTY OF CONTRA COSTA



Application
Housing Commissioner
To the Board of Supervisors sitting as the Housing Authority
Board of Commissioners
(Please print or type)

Name of Applicant: GENEVA GREEN

Home Address:

2100 BUCHANAN RD
(Street)

925 757 6017

(Home Phone including area code)

ANTIOCH CA. 94509
(City) (State) (Zip)

Business Name and Address:

(Name of Company)

(Work Phone including area code)

(Street)

(City)

(State)

(Zip)

Occupation: RETIRED

Why are you interested in serving on the Board of Commissioners?

HAVE SERVED ON THE BOARD PREVIOUSLY
LIVE IN HOUSING. SERVED AS PRESIDENT
OF TENANT ASS. FOR 8 YRS. KNOW HOW IMPORTANT
HOUSING ASSISTANCE IS.

Please list any Community Activities you are involved in: ATTEND WEEKLY
GET TOGETHERS AT COMMUNITY ROOM + BIRTHDAYS

Please list any Special Interest and Accomplishments:

REGULAR BIBLE CLASSES AND WORSHIP
AT MY CHURCH

Continued on 2nd Page

Education/Background: HIGH SCHOOL GRADUATE

Please list any Community Boards or Commissions you serve on: _____

Other comments: I APPRECIATE THE CHANCE TO SERVE AGAIN.

1. Are you now a resident at a public housing development operated by the Housing

Authority of the County of Contra Costa? Yes ☒ No ☐

2. Do you now receive housing assistance under the Housing Authority's Housing Choice Voucher (Section 8)

Program? Yes ☐ No ☒

3. Are you 62 years of age or older? Yes ☒ No ☐

4. Will you be able to regularly attend monthly meetings and other related meetings or sessions? Yes ☒ No ☐

Note: Yes answers are not necessarily required to be eligible. Questions 2 & 3 are asked because some Advisory Housing Commission seats must be filled by a person receiving assistance under one of the Housing Authority's programs. Further, one seat must be filled by a person receiving assistance under one of the Housing Authority's programs and be over 62 years of age. 5 of the 7 Commission seats are "at-large" and applicants are not required to be a recipient of assistance and there is no age restriction.

Signature of applicant: Genova Green Date: _____

Note: Housing Commissioners are required to submit annual Conflict of Interest statements.

Please return to:
Joseph Villarreal, Executive Director
Housing Authority of the County of
Contra Costa
P.O. Box 2759
Martinez, CA 94553

Housing Authority of the County of Contra Costa

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: December 1, 2010



**Contra
Costa
County**

Subject: Add one Health Services Administrator - B position and one Medical Social Worker I position in the Health Services Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 20882 to add one (1) Health Services Administrator - B (VANG) (represented) full time position at salary level ZB2 1323 (\$4079.53 - \$6362.67) and add one (1) Medical Social Worker I (X4WB) (represented) full time position at salary level 255 1369 (\$4144.27 - \$5037.38) in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of approximately \$222,262, including pension costs of \$45,691, and will be offset by the elimination of a contract with Med Assurant as well as the elimination of a County temporary employee in the class of Health Services Administrator - B.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, services may be adversely affected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: Terrina C. Manor, 957-5248

Supervisors

By: , Deputy

cc: Tanya Stulken, Terrina Manor, Roxana Mendoza, Eva Barrios

BACKGROUND:

Both of these positions will be assigned to the Quality Management unit of the Health Plan. The Health Services Administrator B position will be responsible for coordinating activities related to annual Healthcare Effectiveness Data and Information Set (HEDIS) data gathering, submission and analysis, determining resource needs, scheduling and tracking office and clinic visits for HEDIS chart review, auditing data for accuracy, performing data analysis, and seeking process improvement opportunities. The Medical Social Worker I position will be responsible for performing members health care needs evaluations and facilitating patient progress through the health care system, performing chart review in support of quality improvement initiatives, developing materials to support quality improvement interventions, and surveying members and providers in support of quality improvement initiatives.

POSITION ADJUSTMENT REQUEST

NO. 20882
DATE 11/29/2010

Department HEALTH SERVICES - CCHP

Department No./

Budget Unit No. 0540 Org No. 6106 Agency No. A18

Action Requested: Add one Health Services Administrator - B position (VANG) and one Medical Social Worker I position (X4WB) in the Health Services Department

Proposed Effective Date: 1/1/2011

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$222,262.00

Net County Cost \$0.00

Total this FY \$111,130.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Elimination of contract with Med Assurant and 1 temp ee

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Terrina C. Manor

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/7/2010

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/4/2010

Add one (1) Health Services Administrator - B (VANG) full time position at salary level ZB2 1323 (\$4079.53 - \$6362.67) and add one (1) Medical Social Worker I (X4WB) full time position at salary level 255 1369 (\$4144.27- \$5037.38) in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/10/2011

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/13/2011

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: December 6, 2010



**Contra
Costa
County**

Subject: P300 #20880 Increase Hours of Three Exempt Medical Staff Physicians & One Exempt Medical Staff Dentist

RECOMMENDATION(S):

ADOPT Personnel Adjustment Resolution No. 20880, to increase the hours of three (3) permanent part-time Exempt Medical Staff Physicians (VPW9) (represented) positions; increase #9987 from 22/40 to 40/40; position #8614 from 24/40 to 28/40; and position #9313 from 24/40 to 32/40 AND one (1) permanent part-time Exempt Medical Staff Dentist (VPWO) (represented) position #9038 from 32/40 to 34/40 in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of \$176,576.46 and will be offset by Federally Qualified Health Center Funds. This action will result in no Net County Cost.

BACKGROUND:

The Department is requesting this action to secure the additional hours required from medical staff to meet the needs of CCRMC's Labor and Delivery Unit, Obstetrics, and the Richmond and Bay Point Health Center Dental Clinics.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Dorette McCollum (925) 957-5253

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Dorette McCollumn, Malinda Brown, Roxanna Mendoza, Tanya Stulken-Duarte

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services Department will not be able to maintain the level of care for its labor and delivery patients, and the Dental Clinics will not be able to adequately provide emergency dental services to residents in West and East County.

POSITION ADJUSTMENT REQUEST

NO. 20880
DATE 12/1/2010

Department Health Services/Hospital
Action Requested: See Attached Addendum

Department No./
Budget Unit No. 0540 Org No. Var Agency No. A18

Proposed Effective Date: 1/10/2011

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$176,576.40

Net County Cost _____

Total this FY \$88,288.23

N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Federally Qualified Health Center Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Dorette McCollum

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/8/10/1

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

INCREASE the hours of three permanent part-time Exempt Medical Staff Physicians (VPW9) (represented) positions #9987 22/40 to 40/40; position #8614 24/40 to 28/40; and position #9313 24/40 to 32/40 AND one permanent part-time Exempt Medical Staff Dentist (VPW0) (represented) position #9038 32/40 to 34/40 in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/10/2011

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/13/2011

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

William B. Walker, M.D.
Health Services Director
Shelley Pighin
Personnel Officer



PERSONNEL SERVICES

1320 Arnold Drive, Suite 261
Martinez, California
94553-4359
Ph (925) 957-5240
Fax (925) 957-5260

ADDENDUM TO P-300 #20880

TO: Dorothy Sansoe, Senior Deputy County Administrator

FROM: Dorette McCollumn, Personnel Services Assistant

DATE: December 6, 2010

SUBJECT: P-300 Request to increase hours per agreement between Contra Costa County and PDOCC

The attached P-300 is a request to increase the position hours for the following Physicians per the agreement between Contra Costa County and PDOCC Exhibit C "Increase in Hours."

- Dr. Nishant Shah, Increase Position #9977 from 22/40 to 40/40; Org. #6384
- Dr. Kristine Moeller, Increase Position #8614 from 24/40 to 28/40; Org. #6307
- Dr. Tina Sarvi, Increase Position #9313 from 24/40 to 32/40; Org. #6373
- Dr. Deborah Simon-Weisberg, Increase Position #9038 from 32/40 to 34/40; Org. # 6388

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: December 20, 2010



**Contra
Costa
County**

Subject: P300 #20886 Add three Mental Health Clinical Specialist positions in the Health Services Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 20886 to add three (3) Mental Health Clinical Specialist (VQSB) (represented) positions at salary level QT2 1384 (\$4,333.51 - \$6,433.13) in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action will result in an annual yearly cost of approximately \$371,778, including pension costs of \$77,351, and will be completely covered by Mental Health Services Act funds.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommendation is not approved, services may be adversely impacted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Terrina C. Manor, 957-5248

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Tanya Stulken, Terrina Manor , Eva Barrios, Roxana Mendoza

BACKGROUND:

The Mental Health Division is requesting to add three full-time Mental Health Clinical Specialist positions to expand the Full Service Partnerships under the Mental Health Services Act (MHSA). A Full Service Partnership (FSP) is the collaborative relationship between the County and the client and, when appropriate, the client's family, through which the County plans for and provides the full spectrum of community services so that the client can achieve identified goals. Duties of the positions will include: Providing psycho-therapeutic intervention, treatment, and other related mental health services to consumers and their families; Providing individual, family, and group therapy services; participates in the evaluation of problems presented and in the formulation of diagnoses and the development of treatment plans; and coordinating with other staff members and community agencies in carrying out treatment and/or rehabilitation plans.

POSITION ADJUSTMENT REQUEST

NO. 20886
DATE 12/20/2010

Department No./

Department HEALTH SERVICES - MENTAL HEALTH Budget Unit No. 0467 Org No. 5724 Agency No. A18

Action Requested: Add three Mental Health Clinical Specialist positions(VQSB) at salary level QT2 1384 (\$4333.51 - 6433.13) in the Health Services Department.

Proposed Effective Date: 1/1/2011

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☐ No ☒

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$371,778.00

Net County Cost \$0.00

Total this FY \$185,889.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Mental Health Services Act Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Terrina C. Manor

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/22/2010

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/5/2011

Add three (3) Mental Health Clinical Specialist (VQSB) full time positions at salary level QT2 1384 (\$4,333.51 - \$6,433.13) in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/11/2010

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/13/2011

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: December 20, 2010



**Contra
Costa
County**

Subject: P300 # 20887 Cancel two part-time Patient Financial Services Specialist - P and add one full-time Patient Financial Services Specialist - P position.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No 20887 cancel two (2) part-time vacant Patient Financial Services Specialist - Project (V9V1) (represented) positions number #13285 and #13286 and add one (1) full-time Patient Financial Services Specialist - Project (V9V1) position at salary level 3RX 1176 (\$3,414.53 - \$4,360.49) in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action will result in a cost savings of approximately \$11,650 annually.

BACKGROUND:

Due to the difficulty in finding interested candidates for part-time project positions, the Financial Counseling unit would like to convert their two part-time vacancies into a full-time position. Duties of the position will include: interviewing patients to identify sources of payment on all inpatient and outpatient accounts; assisting patients in the completion of applications for various health coverage programs; and Educating patients regarding available options to reimburse the County for health care services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Terrina C. Manor, 957-5248

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Tanya Stulken, Terrina Manor, Roxana Mendoza, Eva Barrios

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, services may be adversely impacted.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

POSITION ADJUSTMENT REQUEST

NO. 20887
DATE 12/20/2010

Department HEALTH SERVICES - FINANCE

Department No./
Budget Unit No. 0540 Org No. 6577 Agency No. A18

Action Requested: Cancel Patient Financial Services Specialist - Project position numbers 13285 and 13286 and add one full-time Patient Financial Services Specialist - Project position (V9V1 - represented) at salary level 3RX 1176 (\$3414.53 - 4360.49) in the Health Services Department.

Proposed Effective Date: 1/1/2011

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$11,650.00)

Net County Cost \$0.00

Total this FY (\$5,825.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Terrina C. Manor

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/22/2010

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/6/2011

Cancel two (2) part-time vacant Patient Financial Services Specialist - Project (V9V1) positions number #13285 and #13286; Add one (1) full-time Patient Financial Services Specialist - Project (V9V1) position at salary level 3RX 1176 (\$3,414.53 - \$4,360.49) in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/11/2011

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/13/2011

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: December 28, 2010



**Contra
Costa
County**

Subject: California Department of Aging, Medicare Improvements for Patients and Providers Act funding

RECOMMENDATION(S):

ADOPT Resolution No. 2011/19 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Aging to accept Medicare Improvements for Patients and Providers Act funding in an amount not to exceed \$50,186 for the term of January 1, 2011 through June 30, 2012.

FISCAL IMPACT:

County to receive up to \$50,186, Medicare Improvements for Patients and Providers Act funding, (Agreement #2M-1011-07), 100% State. No County match.

BACKGROUND:

The California Department of Aging has made funding available funding to assist in expanding Medicare beneficiary enrollment in the Prescription Drug Benefit Low Income Subsidy Program, the Medicare Savings Program, rural outreach and enrollments efforts for Medicare Part D and outreach activities aimed at preventing disease and promoting wellness. The term is an 18-month period of January 1, 2011 through June 30, 2012.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: John Cottrell, 313-1605

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without funding approval, Medicare Improvement for Patients and Providers Act services could not be delivered to Contra Costa County residents.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2011/19

In The Matter Of: California Department of Aging, Medicare Improvements for Patients and Providers Act Funding.

WHEREAS, the Employment and Human Services Department provides Medicare Improvement for Patients and Providers Act (MIPPA) services to Contra Costa County residents, and

WHEREAS, the California Department of Aging made Medicare Improvement for Patients and Providers Act funding in the amount of \$50,186 available to Contra Costa County Employment and Human Services, and

WHEREAS, funding will assist in expanding Medicare beneficiary enrollment in the Prescription Drug Benefit Low Income Subsidy Program, the Medicare Savings Program, rural outreach and enrollment efforts for Medicare Part D and outreach activities aimed at preventing disease and promoting wellness to the population served by Employment and Human Services,

Now, Therefore, Be It Resolved: The Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Aging to accept Medicare Improvements for Patients and Providers Act funding in an amount not to exceed \$50,186 for the term of January 1, 2011 through June 30, 2012.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: John Cottrell, 313-1605

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 4, 2011



**Contra
Costa
County**

Subject: Contract with the Association of Bay Area Governments, North Richmond area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with the Association of Bay Area Governments (ABAG) in the amount of \$496,649 and to sign the "Estuary 2100-2: San Francisco Bay Program–Building Partnerships for Resilient Watersheds" grant agreement, and any amendments thereto, and all associated documentation, to implement the "Document, Design, Divert: A Pilot Plan to Treat Polluted Stormwater in North Richmond" project, for the period beginning March 10, 2010 through January 1, 2014, North Richmond area. (75% Estuary 2100-2: San Francisco Bay Program–Building Partnerships for Resilient Watersheds grant program funding and 25% Stormwater Utility Assessment Funds) Project Code 7517-6W7246

FISCAL IMPACT:

No fiscal impact to the general fund. All costs will be paid with Estuary 2100-2: San Francisco Bay Program–Building Partnerships for Resilient Watersheds grant program funding (75%) and Stormwater Utility Assessment revenue from the unincorporated areas designated to the County Watershed Program (25%).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Rich Lierly (925) 313-2348

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: R. M. Avalon, Deputy Public Works Director, R. Lierly, Flood Control, D. Jordan, Flood Control, C. Windham, Flood Control

BACKGROUND:

Contra Costa County was awarded a grant by the San Francisco Estuary Project that is to be funded by the United States Environmental Protection Agency's 2009 San Francisco Bay Area Improvement Fund to divert stormwater from the North Richmond Pump Station to the West County Wastewater District for treatment. The grant will be administered by the Association of Bay Area Governments (ABAG). This project will help the County meet its requirements under California Regional Water Quality Control Board, San Francisco Bay Region Municipal Regional Stormwater NPDES (National Pollutant Discharge Elimination System) Permit No. CAS612008.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County Public Works Department will forfeit the \$496,649 in grant monies awarded to the County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ASSOCIATION OF BAY AREA GOVERNMENTS
SUBAWARD AGREEMENT

This Agreement is made and entered into effective March 10, 2010 by and between the Association of Bay Area Governments (ABAG), a joint Exercise of Powers entity formed under California Government Code Section 6500, et. seq., and Contra Costa County, (Subawardee).

1. **Background.** ABAG desires to retain Contra Costa County to support implementation of the San Francisco Estuary Project's Comprehensive Conservation and Management Plan (CCMP) under the grant for Estuary 2100-2: San Francisco Bay Program-Building Partnerships for Resilient Watersheds.

2. **Project.** ABAG agrees to engage Contra Costa County and Contra Costa County agrees to undertake, carry out and complete the Project as set forth in the attached Exhibit A, Description of Project and Budget, subject to the approval of ABAG, and such approval shall not unreasonably be withheld. Contra Costa County shall comply with all requirements as set forth in Exhibit B, Insurance Requirements of this Agreement.

3. **Time of Performance.** The Project shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and discharged in such sequence as to ensure their expeditious completion in the light of the purposes of this Agreement as defined under the Description of Project and Budget, Exhibit A and shall terminate not later than January 1, 2014.

4. **Compensation and Method of Payment.** Contra Costa County shall be compensated for the Project under this Agreement in a maximum sum not to exceed Four hundred ninety six thousand six hundred and forty-nine dollars (\$496,649.00). Within the limits of said maximum sum, Contra Costa County shall be compensated pursuant to the budget set forth in the attached Exhibit A.

5. **Method of Payment.** Contra Costa County shall submit invoices for payment no more frequently than monthly. Each invoice shall itemize all services performed under the appropriate task and list the names and hours worked of Contra Costa County personnel who worked under this agreement. ABAG shall review Contra Costa County invoices and approve or disapprove them for payment, which shall be made by ABAG as appropriate within fourteen (14) days of its receipt of payment from the U.S. Environmental Protection Agency (EPA). ABAG shall at all times act reasonably and shall evaluate Contra Costa County invoices pursuant to the tasks set forth in this agreement.

It is expressly understood and agreed that in no event will the total compensation for the services and reimbursement for allowable expenses under this agreement, if any, exceed the maximum sum of Four hundred ninety six thousand six hundred and forty-nine dollars (\$496,649.00).

6. **Hold Harmless.** Contra Costa County shall hold harmless, defend at its own expense and indemnify ABAG against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from all acts or omissions to act of Contra Costa County or its officers, agents or employees

in rendering services under this agreement.

7. **Subject to Environmental Protection Agency Disbursement.** This Agreement shall be subject to disbursement to ABAG by the EPA of funds previously set aside for ABAG in an amount necessary to cover the services set forth herein. ABAG agrees to inform Contra Costa County as soon as this condition has been satisfied.

8. **Equal Employment Opportunity.** In connection with the execution of this agreement, Contra Costa County shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Contra Costa County shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contra Costa County further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

9. **Changes.**

(a) ABAG may at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in Contra Costa County cost or time required to perform services under tasks included in this agreement, whether or not changed by any order, ABAG and Contra Costa County shall agree to make an equitable adjustment and modify this Agreement in writing. Contra Costa County must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives ABAG's notification of change, unless ABAG grants additional time before the date of final payment.

(b) No services for which Contra Costa County will charge an additional compensation shall be furnished without the written authorization of ABAG.

10. **Termination.**

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This Agreement may be terminated in whole or in part in writing by ABAG for its convenience, provided that Contra Costa County is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

(c) If termination for default is effected by ABAG, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to Contra Costa County at the time of termination may be adjusted to cover any additional costs to ABAG because of Contra Costa County default. If termination for default is effected by Contra Costa County, or if termination for convenience is effected by ABAG, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to Contra Costa County for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contra Costa County relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination notice under paragraphs (a) or (b) above, Contra Costa County shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to ABAG copies of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contra Costa County in performing this agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, ABAG may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of Contra Costa County to fulfill contractual obligations, it is determined that Contra Costa County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of ABAG. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

11. **Remedies.** Unless otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between ABAG and Contra Costa County arising out of, or relating to, this Agreement or breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

12. **Audit: Access to Records.** Contra Costa County shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR Parts 30 or 31 in effect on the date of execution of this Agreement.

13. **Covenant Against Contingent Fees.** Contra Costa County assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contra Costa County for the purpose of securing business. For breach or violation of this assurance, ABAG shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or

consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

14. **Gratuities.**

(a) If ABAG finds after a notice and hearing that Contra Costa County or any of Contra Costa County agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of ABAG, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, ABAG may, by written notice to Contra Costa County, terminate this Agreement. ABAG may also pursue other rights and remedies that the law or this Agreement provide. However, the existence of the facts on which ABAG bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), ABAG may pursue the same remedies against Contra Costa County, as it could pursue in the event of a breach of the Agreement by Contra Costa County.

15. **Contra Costa County Conflict of Interest.** Contra Costa County covenants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any manner or degree with Contra Costa County performance of services as required under this Agreement. Contra Costa County further covenants that in the performance of this Agreement, no person having any interest shall be employed by it.

16. **ABAG Conflict of Interest.** No employee, officer, or agent of ABAG shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (a) the employee, officer or agent;
- (b) any member of his or her immediate family;
- (c) his or her partner; or
- (d) an organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

ABAG's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

17. **Rights in Data.** ABAG and the EPA each reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for public purposes:

- (a) any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) any copyrights which a grantee, subgrantee or a contractor acquires with grant support.

18. **Extension of Time.** The granting of or acceptance of extensions of time to complete performance by Contra Costa County will not operate as a release to Contra Costa County or otherwise modify the terms and conditions of this Agreement.

19. **Conservation.** Contra Costa County shall recognize 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 (42 USC Section 6321, et seq.)

20. **Interest of Members or of Delegates to Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

21. **Notices.** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing, shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

ABAG
San Francisco Estuary Project
1515 Clay Street, Suite 1400
Oakland, CA 94612
Attn: Paula Trigueros, Contract Manager
(510) 622-2499
Email: ptrigueros@waterboards.ca.gov

Contra Costa County
Contra Costa County Public Works Department
255 Glacier Drive
Martinez CA 94553
Attn: Nancy Stein, Project Manager
(925) 313-2285
Email: nstei@pw.cccounty.us

22. **Assignment.** This Agreement shall not be assigned, transferred, hypothecated or pledged by Contra Costa County without prior written consent of ABAG.

23. **Subcontracts.** Contra Costa County may not subcontract any part of the Project without the express written approval of ABAG, which approval shall not be unreasonably withheld. Upon termination of any subcontract, ABAG shall be notified immediately.

Contra Costa County and its subconsultant(s) and/or subcontractor(s) shall comply with the applicable regulation 40 CFR Part 30 (non-profits) or 40 CFR Part 31.36 (public agencies) for the procurement of goods and services which state that all procurement transactions shall be conducted in a manner providing full and open competition. 40 CFR Part 31.36 (i)(3) through (6) refer specifically to construction projects.

24. **Amendment.** This Agreement may be amended at any time, but only by a writing signed by both parties.

25. **Time of the Essence.** Time is of the essence in this Agreement.

26. **Waiver.** The waiver by ABAG of a breach by Contra Costa County of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of a different provision of this Agreement.

27. **Headings.** The descriptive headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

28. **Entire Agreement.** This Agreement is entire as to all of the performance to be rendered under it. It supersedes any and all other agreements, either oral or in writing, between ABAG and Contra Costa County with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matters. ABAG and Contra Costa County acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

29. **Controlling Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California.

30. **Independent Contractor.** Contra Costa County renders its services under this Agreement as an independent contractor. None of Contra Costa County's agents or employees shall be agents or employees of ABAG.

31. **Binding on Heirs, Etc.** This Agreement shall be binding upon the heirs, successors, assignees, or transferees of ABAG or Contra Costa County, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

32. **Severability.** Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

33. **Attorney's Fees.** In the event either of the parties brings an action or legal proceeding due to an alleged breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as determined by an arbitrator or by a court of competent jurisdiction.

35. **Other Contract Provisions.** This Agreement shall be subject to the Special Conditions as set forth in Exhibit C, which is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Dated: _____

ENTITY: Contra Costa County

By: _____

Title: _____

Tax Identification Number: _____

Telephone Number: (925) 313-2285

Dated: _____

Association of Bay Area Governments _____
Ezra Rapport
Executive Director

Approved as to legal form and content:

Kenneth K. Moy, Legal Counsel

EXHIBIT A

DESCRIPTION OF PROJECT AND BUDGET

Introduction

Contra Costa County (County) & its subcontractor, San Francisco Estuary Institute (SFEI) will evaluate the possibility of diverting stormwater flows from North Richmond Pump Station to the nearby West County Wastewater District (WCWD) treatment plant for treatment prior to discharge to the Bay. Under contract with County, SFEI will sample these flows to the North Richmond pumping station in both wet and dry weather. The information gathered will guide the feasibility and design process for retrofitting the North Richmond pump station to divert polluted stormwater flows to the nearby West County Wastewater Treatment Plant for treatment. If treating stormwater is feasible, then the North Richmond pump station will be retrofitted to accomplish this task.

Tasks to Be Performed

Task 1. Project Management & Reporting

Task 1.1 Communication and Coordination

County shall provide project coordination to produce timely, on-budget, and on-target analyses, designs, and deliverables, and provide close coordination with SFEP on all project matters. All publications regarding this project shall publicly acknowledge the U. S. EPA San Francisco Bay Program and the San Francisco Estuary Partnership as the funding entity for the project under this award in both printed and web material or when asked by public entities, federal agencies or state and local agencies about the projects and ongoing results. SFEP and EPA staff shall be invited to all public outreach events.

Task 1.2 Project Schedule & Budget Tracking

Contra Costa County shall develop a detailed schedule of Project tasks and milestones. The Project Schedule will be tracked monthly and updated Project Schedules (if applicable) will be submitted as necessary to Jennifer Krebs, SFEP project manager. If major schedule changes are experienced, SFEP will be alerted immediately.

Task 1.3 Semi Annual Reporting

County shall prepare and submit semi-annual progress reports to SFEP within 10 calendar days after the end of each six-month reporting period (April 10 and October 10). Six month reporting periods run from October 1 to March 31 and from April 1 to September 30 each year of the project period. The semi-annual progress reports shall include a detailed description of Project activities conducted during the six-month period; document progress towards milestones; identify changes to the Project Schedule; and provide a summary of environmental outputs and outcomes, problems encountered and resolutions, and activities planned for the next interval.

Task 1.4 Draft Final and Final Project Reporting

As per the project schedule in Task 1.2, when the project is approaching completion, a draft final project report shall be submitted to the contract manager documenting activities over the entire

project period and include monitoring data, maps, plans, outreach materials, and discussion of environmental outputs and outcomes as well as an assessment of achievement of the project's purposes and objectives and lessons learned. Upon review and incorporation of review comments, a final project report will be submitted to the ABAG project manager.

Project Outcomes that must be documented in final project report include, but are not limited to, the following:

- 1) Reduced pollution to the Bay during dry weather flows – these will be measured by SFEI in early analytical report.
- 2) Feasibility of diversion of polluted stormwater for treatment prior to discharge – this will be documented in the feasibility report.
- 3) Treatment of dry weather polluted stormwater prior to discharge to the bay – this will be accomplished by the successful construction of the bypass and the treatment of polluted dry weather flows by the WCWD.

Description of Deliverables for Task 1	Due Date
Project Schedule with tasks and milestones (1 electronic copy)	December 2010
Semi-annual Progress Reports (1 electronic copy of each)	10 days after each semi-annual period
Draft Final Report (1 electronic and one hard copy)	November 1, 2013
Final Report (1 electronic and one hard copy)	December 1, 2013

Task 2. Develop Monitoring Protocols, Including QAPP

Contra Costa County with assistance from SFEI will develop a Quality Assurance Project Plan (QAPP) as required by US EPA guidance manuals for grant funded projects (available at <http://www.epa.gov/region9/qa/projplans.html>). The QAPP will consist of a sampling plan for characterizing stormwater pollutants and protocols for collecting representative stormwater samples. In addition to developing a QAPP as required by EPA, County shall submit draft QAPP to US EPA for review and approval, and revise the QAPP per EPA comments into a final QAPP.

Description of Deliverables for Task 2	Due Date
Draft QAPP (1 electronic copy)	October 2010
Final QAPP (1 electronic copy)	Within 120 days of receiving EPA comments

Task 3. Fieldwork

3.1 SFEI shall install automated sampling equipment at the North Richmond Pump Station including at least two (2) ICSO pumping samplers, supporting equipment, and infrastructure.

3.2 SFEI shall conduct field work, including a dry season component (two composite samples during June and August) and a wet season component (four samples during storm events) spread over one summer and two winters.

3.3 County shall finalize sampling design by reviewing rainfall and temperature records for the City of Richmond, reviewing existing County pump records for the North Richmond pump station, interviewing staff to learn about practical day-to-day operations under dry and wet season conditions, and completing a field reconnaissance to observe a dry season pump out event. The objective of this task is to understand the unique operations and constraints of the North Richmond pump station facility in relation to its catchment rainfall and flow conditions and design a sampling program that best characterizes water quality during dry and wet conditions in relation to County and WCWD needs.

Description of Deliverables for Task 3	Due Date
Install sampling equipment	October 2010
Sample Collection Wet Season	October 2010 – February 2011 October 2011 – February 2012
Sample Collection Dry Season	September-October 2010

Task 4. Laboratory Analysis

SFEI shall contract with reputable laboratories and have all water samples analyzed. All water samples will be analyzed for PCBs, PAHs, Mercury, Methyl Mercury and a suite of other possible stormwater contaminants. The full list is: Metals (As, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Zn and Sb, Ba, Be, Co, Mo, Tl, V); Cyanide; Phenol; pH; COD; TSS; Volatile Organics (624); Semi-Volatile Organics (625); 608; 610; TPH-Diesel; Ammonia; Total Nitrogen (TKN); Total Phosphorous; Alkalinity; DO.

Task 5. Reporting

SFEI shall prepare a report detailing the sampling and explaining the results of the water analysis. The report will include photographic documentation of the sampling equipment and procedures, and the raw (lab submittals) and quality assured tabular results.

Description of Deliverables for Tasks 4-5	Due Date
Water Quality Analysis Report	March 2012

Task 6. Feasibility Study

6.1 County shall prepare a feasibility study that will consist of two components: 1) An engineering report on the feasibility of diverting low flows to WCWD for treatment. The engineering feasibility study will include these design parameters: volume of diverted flows, pollutant loadings, and timing of discharges. Preliminary design will include: diversion pipe

system, connection to existing sewer main, rebuilding two electric pumps. 2) The consideration of all applicable permits, regulations, local ordinances, multi-agency agreements, state and federal laws, etc. that will need to be addressed in order to divert low flows from the North Richmond Pump Station to WCWD for treatment.

6.2 If the feasibility study (Task 6.1) determines that it will not be possible to divert low flows from the North Richmond Pump Station to WCWD for treatment, County will conduct an Alternatives Evaluation to compare technical options and costs for various alternatives for treating polluted stormwater. Options that may be considered include possible treatment plant modification and permitting, treating in a constructed wetland, reusing for industrial use, or other treatment alternatives. The evaluation of each option will include the consideration of all applicable permits, regulations, local ordinances, multi-agency agreements, state and federal laws, etc. that will need to be addressed.

Description of Deliverables for Task 6	Due Date
6.1 Feasibility Study	May 2012
6.2 Alternatives Evaluation (if necessary)	May 2013

Task 7. Implementation Preparedness, Including Project Permitting

County shall:

7.1 Develop an agreement with WCWD for diversion of low flows to their facility for treatment

7.2 Prepare NEPA and CEQA documentation

7.3 Work with Regional Board and WCWD to amend NPDES permit to allow for dry weather treatment of stormwater (if needed)

7.4 Develop final design for construction of low flow diversion selected alternative from Task 6.

Description of Deliverables for Task 7	Due Date
Agreement between WCWD and County for diversion	May 2012
Amendment/update of WCWD NPDES Permit	May 2012
NEPA/CEQA documents	April 2013
Final Construction Design	May 2012

Task 8. Construction

County shall obtain contractor to retrofit the North Richmond pump station, refurbish the pumps, upgrade the control equipment, and reinstall dual-fuel capacity. County staff shall monitor the construction and installation of the equipment.

Description of Deliverables for Task 8	Due Date
Pump Station Retrofit – As built construction drawings and photos	April 2013- September 2014

Items shall be completed by the dates in the following Deliverables Schedule

Task	Description	Due Date
1	Project Schedule with tasks and milestones (1 electronic copy)	December 2010
	Semi-annual Progress Reports (1 electronic copy of each)	10 days after each semi-annual period
	Draft Final Report (1 electronic and one hard copy)	November 1, 2013
	Final Report (1 electronic and one hard copy)	December 1, 2013
2	Draft QAPP (1 electronic copy)	October 2010
	Final QAPP (1 electronic copy)	Within 120 days of receiving EPA comments
3	Sampling Equipment Installation	October 2010
	Sample Collection Wet Season	Oct 2010 – Feb 2011 Oct 2011 – Feb 2012
	Sample Collection Dry Season	Sept 2010 – Oct 2010
4	N/A	
5	Water Quality Analysis	March 2012
6	Feasibility Study	May 2012
	Alternatives Evaluation (if necessary)	May 2013
7	Agreement between WCWD and County for diversion	May 2012
	Amendment/update of WCWD NPDES Permit	May 2012
	NEPA/CEQA documents	April 2013
	Final Construction Design	May 2012
8	Pump Station Retrofit – As built construction drawings and photos	April 2013- September 2014

Payment Limit

	Funding Source		Total
	EPA	County Match	
1) Project Management & Reporting	38,440	35,000	73,440
2) Develop Monitoring Protocols, Including QAPP	6,220		6,220
3) Fieldwork	47,600	1,383	48,983
4) Lab Analysis	71,878		71,878
5) Reporting	25,011		25,011
6) Feasibility Study	90,000	25,000	115,000
7) Implementation Preparedness		62,500	62,500
8) Construction	217,500	62,500	280,000
	496,649	186,383	683,032

Invoices from the County to ABAG/SFEP shall include a description of the work performed, identifying appropriate milestones, operating costs and subcontractor's name, if applicable. Copies of documentation supporting subcontractor's costs, such as paid invoices, payroll entries, or bills of materials must be included.

Other Direct Costs shall be invoiced at cost with supporting documentation (copies of receipts). No costs should exceed the limits delineated above without a contract amendment. No ineligible costs (such as food, entertainment, etc.) are allowed. Mileage shall be paid at the current federal reimbursement rate (210- 50 cents/mile).

Contra Costa County has committed to a project match of at least \$186,383 to contribute to the success of the project. Matching funds may be in-kind services by Contra Costa County or direct or indirect costs related specifically to the project incurred by either Contra Costa County or its subcontractor(s). Back-up documentation shown in project invoices is required to justify the amount claimed for matching funds during the invoice reporting period.

ABAG shall pay undisputed invoices within 14 days of receiving payment from US EPA.

TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED \$ 496,649.00.

EXHIBIT B

INSURANCE REQUIREMENTS

Subawardee shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- (b) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (d) Errors and Omissions Liability insurance appropriate to the Subawardee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance. Subawardee shall maintain limits no less than:

- (e) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (f) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (g) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (h) Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Subawardee shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).

Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- (j) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (k) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.
- (l) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.

Verification of Coverage. Contractor shall furnish ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT C

SPECIAL CONDITIONS

1. **Single Audit Act.** In accordance with OMB Circular A-133, Contra Costa County hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine (9) months after the end of ABAG's fiscal year or thirty (30) days after receiving the report from the auditor, Contra Costa County shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2008 and beyond Contra Costa County MUST submit a copy to the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. To complete the information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>
2. **Matching funds.** The award includes matching non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirements apply (40CFR Part 31.24).
3. **Compliance with Program for Utilization of Small, Minority and Women's Business Enterprise (DBE).** Contra Costa County agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprise (DBE) in procurement under this contract as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. In addition, Contra Costa County agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under this contract, and to ensure that subcontractors also comply with 40 CFR Section 33.301 (six good faith efforts). Records documenting compliance with the six good faith efforts shall be retained.

The following are the six good faith efforts whenever procuring construction, equipment, services and supplies under this contract:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government contractors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government contractors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

- f) If Contra Costa County awards subcontracts, Contra Costa County shall be required to take the steps in paragraphs (a) through (e) of this section.

4. MBE/WBE Utilization Report. Contra Costa County agrees to complete and submit to the ABAG Contract Manager, a MBE/WBE Utilization Report (EPA Form 5700-52A) within 20 days after the end of the Federal fiscal year; i.e. by October 20 of each calendar year. Negative reports are required. Only procurements with certified MBE/WBEs are counted towards satisfying the MBE/WBE accomplishments. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home page at www.epa.gov/osbp.

5. Procurement. Contra Costa County agrees when procuring services, equipment, and/or supplies under this agreement, Contra Costa County will follow the same policies and procedures used for procurements from its non-Federal funds. Contra Costa County will follow their own procurement policies and procedures provided that the policies and procedures conform with EPA regulations 40 CFR Part 31.36 or 30.44 (as applicable) which state that all procurement transactions will be conducted in a manner providing full and open competition.

Subrecipients/Vendors Determinations. Subawardee agrees to ensure that any subawards or subcontracts comply with the standards in Section 210(a-r) of OMB Circular A-133 and are not used to acquire commercial goods or services for subcontractors.

6. Payment to Consultants.

- a) Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultant retained by Contra Costa County or by Contra Costa County subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide Contra Costa County with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2010, the rate is \$596 per day and \$74.50 per hour. This rate does not include overhead or travel costs and Contra Costa County may pay these in accordance with its normal travel practices.
- b) Subagreements with firms or individuals for services which are awarded using the procurement requirements of 40 CFR Parts 30-31, as applicable, are not affected by this limitation unless the terms of the contract provide Contra Costa County with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2).

7. Indirect Costs. Indirect costs are authorized under this agreement in accordance with the cost principles of 2 CFR 230,220, or 225 (formerly OMB Circular A-122, A-21, or A-87) and the indirect cost rate cost allocation plan completed by the consultant. The consultant agrees to retain and make available to ABAG and EPA a copy of the indirect cost allocation plan upon request, if necessary.

8. Lobbying and Litigation. Contra Costa County shall ensure that no grant funds awarded under this agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The subawardee shall abide by its respective 2 CFR 220, 225, or 230 (formerly OMB Circular A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or lobbying or other political activities.

Lobbying. Grant funds received by 501(c)(4) organizations (not-for-profit) shall not go to lobbying activities.

9. New Restrictions on Lobbying.

Contra Costa County agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* by submitting the certification and disclosure forms.

In accordance with the Byrd Anti-Lobbying Amendment, any consultant who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

10. Resource Conservation and Recovery Act. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), Contra Costa County shall use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to ABAG. This requirement does not apply to reports prepared on forms supplied by EPA or ABAG, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Any State agency or agency of a political subdivision of a State shall also comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962), which requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247. Regional issues under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds ten thousand dollars (\$10,000) or where the quantity of such items acquired in the course of the preceding fiscal year was ten thousand dollars (\$10,000) or more.

11. Conference, Meeting, Convention or Training Space. Contra Costa County agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Consultants may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

12. Drug Free Workplace. Contra Costa County must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. The consequences for violating this condition are detailed under 40CFR 36.510. The Code of Federal Regulations (CFR) Title 40 Part 36 can be accessed at http://www.access.gpo.gov/nara/cfr/waisidx/06/40cfr36_06.html

13. Debarment and Suspension. Contra Costa County shall fully comply with Subpart C of 2 CFR 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Contra Costa County shall ensure that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR part 1532, entitled "Covered Transactions" includes a term or condition requiring compliance with Subpart C. Contra Costa County is responsible for further requiring the inclusion of a similar term or condition in

any subsequent lower tier covered transactions. Contra Costa County acknowledges that failing to disclose the information as required at 2 CRF 180.335 may result in delay or negation of this agreement, or pursuance of legal remedies, including suspension and debarment.

The Excluded Parties List System may be accessed at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

- 14. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect cost rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 15. Trafficking Victims Protection Act.** To implement requirements of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
- a. The Federal awarding agency may unilaterally terminate this agreement, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this agreement; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" as implemented by EPA at 2 CFR Part 1532. Any information received from any source alleging a violation of a prohibition in the Prohibition Statement below must immediately notify ABAG and EPA.
 - b. The EPA right to terminate unilaterally that is described in paragraph a: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available.

The requirements of the Prohibition Statement below must be included in any subaward made to a private entity.

Prohibition Statement- You as the recipient, your employees, subrecipients under this award, and subrecipients' employees, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

- 16. Environmental Measurements.** This agreement includes the performance of environmental measurements. A Quality Assurance Project Plan (QAPP) will be drafted and submitted by Contra Costa County and ABAG and its relevant partners to EPA Region 9 Quality Assurance Office for review. Contra Costa County should consult with the Region 9 Quality Assurance Office to determine what type of QA documentation would be most appropriate and what QA guidance should be followed. ABAG will respond to comments on the draft plan when submitted within 120 days of receipt. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and ABAG's Quality Assurance Officer before measurement activities are undertaken.

Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption. Contact the QA Office at 415/972-3411.

17. Acknowledgments. Contra Costa County should publicly acknowledge the U. S. EPA San Francisco Bay Program and the San Francisco Estuary Partnership as the funding entity for projects under this award in both printed and web material or when asked by public entities, federal agencies or state and local agencies about the projects and ongoing results.



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: January 5, 2011



**Contra
Costa
County**

Subject: 2010-11 Calif. Dept. of Educ. CalWORKS Stage 2 childcare revenue contract, amendment #1

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to execute a contract amendment to increase funding from California Department of Education by \$144,354 to a new payment limit not to exceed \$3,093,752 to support childcare and development programs (CalWORKS Stage 2) with no change to the term July 1, 2010 through June 30, 2011.

FISCAL IMPACT:

100% State funding No County match
Pension Costs: \$ 4,760

State: C2AP-0010, amendment #1 County: 29-213-10

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: C. Youngblood, 313-1712

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Cassandra Youngblood, Haydee Ilan, Jagjit Bhambra

BACKGROUND:

The Board approved receipt of these funds from the California Department of Education on July 13, 2010; in this agreement the County provides alternative payment / CalWORKS Stage 2 childcare services. The State routinely amends these agreements during the program year. This amendment seeks to add \$144,354 to the payment limit and to incorporate updated funding terms and conditions for the 2010/11 program year. Approval of this revenue agreement will provide support funds for CalWORKS Stage 2 childcare services to program eligible children and families.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive revenue.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: January 7, 2011



**Contra
Costa
County**

Subject: Agreement with the State of California for law enforcement services at the County Fair

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the State of California, 23rd District Agricultural Association, including full indemnification of the State of California, to pay the County an amount not to exceed \$30,000 to provide law enforcement services at the Contra Costa County Fair for the period June 1 through June 5, 2011.

FISCAL IMPACT:

\$30,000; 100% State of California revenue.

BACKGROUND:

Each year the State of California provides funding to the Office of the Sheriff-Coroner to provide law enforcement services at the County Fair. This contract will enable the Sheriff's Office to augment regular deputies with reserve deputies during the five-day event at no cost to the County.

CONSEQUENCE OF NEGATIVE ACTION:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**



APPROVED AS RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Eileen Devlin, 925-335-1557

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: January 3, 2011



**Contra
Costa
County**

Subject: 2011 Community Services Block Grant (CSBG) revenue contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to accept funding from California Department of Community Services and Development in an amount not to exceed \$124,898 for Community Services Block Grant program services during the term January 1, 2011 through December 31, 2011.

FISCAL IMPACT:

100% State funding California Department of Community Services & Development
Pass through of Federal funds / CFDA # 93.569

No County match (CONFIRM) Pension costs \$74,124

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: C. Youngblood, 313-1712

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

State: 11F-4208 County: 39-813-24

BACKGROUND:

The Department received notification of funding from California Department of Community Services and Development on December 29, 2010. As the County's Community Action Agency, the Department's Community Services Bureau regularly receives Community Services Block Grant (CSBG) funding to operate self-sufficiency programs under the advisement of the County's Economic Opportunity Council (EOC). The funding amount is based on the County's low-income population which meets federal poverty guidelines. This initial award for the 2011 program year is a partial allocation based on the partial grant award received by the State from the federal government for CSBG. Upon resolution of the federal grant award, the remaining Contra Costa County portion of the CSBG allocation will be forwarded.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, key elements of community based activities will be inadequately funded. These include:

- Opportunity Junction – CSBG funds provides for 45 low-income CC residents to enroll in their Job Training and Placement program, receive case management and therapeutic services in addition to life skills, computers skills, business English and math training.
- HSD Homeless Program Calli House – CSBG funds provide services for at least 100 unduplicated homeless youth. Rejecting the board order would cause Calli House to reduce services such as: health exams; family reunification services; temp/transitional/permanent housing as well as reducing the number of clients they serve.
- Contra Costa Clubhouse – CSBG funds provides services for a minimum of 144 program participants. Services such as the pre-vocational skill training; case management; general clubhouse support would significantly decrease.
- City of Richmond – Richmond Summer Youth Employment Program – CSBG funds provide summer employment for 50 at risk youth. Without the funding the program would have 50 less participants
- Assistant Trainee Program – CSBG funds supports 8 low-income community residents with obtaining the skills necessary for permanent employment through on-the-job training. This program would be eliminated if the board order was rejected.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

To: Board of Supervisors

**From: Catherine Kutsuris, Conservation & Development
Director**

Date: November 18, 2010



**Contra
Costa
County**

Subject: San Francisco Estuary Institute Contract Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of the Department of Conservation and Development, or designee, to execute a contract amendment with the San Francisco Estuary Institute (Contract # C49563), effective December 31, 2010, to extend the term of the contract from December 31, 2010 to December 31, 2011 to allow Contractor to provide additional services associated with an assessment of historic natural resource conditions in the County.

FISCAL IMPACT:

No impact to the general fund. The proposed contract amendment extends the term but does not change the expenditure limit, effect the project cost nor effect funding sources.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE

Contact: Abby Fateman (925) 335-1272

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

The Department of Conservation and Development (DCD) and the Flood Control District (District) have raised \$364,000 in grant and mitigation funds to support the East Contra Costa County Historical Ecology Project. Grant funding for this project has been secured through grants from the California Coastal Conservancy, California Department of Fish and Game and the Contra Costa County Fish and Wildlife Propagation Fund. Additional funding for this project has been provided from Contra Costa County Flood Control and Water Conservation District mitigation funds. Of the funds raised, \$350,000 would be spent under the contract with the San Francisco Estuary Institute and \$14,000 will be spent to support administrative costs of DCD and the District. Staff from the DCD will also provide some project management services in-kind as part of the required local match for the grants.

BACKGROUND:

The proposed extension of the contract with the San Francisco Estuary Institute is needed to provide more time to complete the expanded scope (approved April 27, 2010) and reflects an extension in the grant period approved by the Coastal Conservancy. The scope of the project was previously expanded to provide additional information on areas that will aid the Flood Control District in planning and implementation of capital projects.

The Historical Ecology Project has been recognized by individuals and organizations involved in the Contra Costa Watershed Forum as an important initiative providing information on historical conditions to better assist future restoration and management of natural resources. The completed project would provide direct benefits to the County, including:

- New Geographic Information System (GIS) data layers such as digital, ortho-rectified versions of the earliest available aerial photos for the County (ca. 1939) that can be overlain with other layers in the County's GIS; and
- Baseline information and analysis useful for flood protection and integrated water management (e.g., information useful for locating sites for County projects and for providing the most cost-effective and sustainable mitigation and infiltration opportunities); and
- Baseline information on landscape trends and trajectories that will help guide conservation and restoration efforts in which the County is involved, such as the East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan.

The project is county-wide in scope but has an East County focus. At the County scale, the project is collecting baseline historical data resources. Data collected on a county-wide basis includes historic aerial photos, Spanish rancho maps and other geographic information from the Bancroft Library at UC Berkeley, early public land surveys and an array of other sources that the Contractor has found useful and available. The project has produced an initial public outreach document for the County that was released at the third quadrennial Contra Costa County Creek and Watershed Symposium in November 2007. For eastern Contra Costa County, the project will carry out more detailed data collection, mapping, analysis, and reporting. The intention is to extend this same detailed analysis to other areas of the County in future project phases when additional funding becomes available. The county-wide data collection that is part of this initial project will support those future phases.

Staff recommends that the Board authorize the Director of the Conservation and Development Department or her designee the authority to extend the existing contract with the San Francisco Estuary Institute for funded work associated with the Historical Ecology Project.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would result in the project not being completed and a loss of grant funds from the State Coastal Conservancy that are funding this project.

CHILDREN'S IMPACT STATEMENT:

None

CONTRACT EXTENSION AGREEMENT
(Purchase of Services - Long Form)

Number C49563
Fund/Org# 7825
Account # 2310
Other # 5bwhep

1. **Identification of Contract to be Extended.**

Number: C49563
Effective Date: July 2, 2007
Department: Conservation and Development(Amendment #5)
Subject: Historical Ecology

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: SAN FRANCISCO ESTUARY INSTITUTE
Capacity: Nonprofit Corporation
Address: 7770 Pardee Lane, Oakland, CA 94621-1424

3. **Extension of Term.** The termination date of the above described contract is hereby extended from December 31, 2010 to the new termination date of December 31, 2011, unless sooner terminated as provided in said contract.

4. **Payment Limit.** The maximum amount payable by the County under this Contract is unchanged.

5. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: SAN FRANCISCO ESTUARY INSTITUTE	Name of business entity: SAN FRANCISCO ESTUARY INSTITUTE
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert 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

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: *Luis Acuña*
Designee

By: *[Signature]*
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 27, 2010



**Contra
Costa
County**

Subject: Purchase Order - Hammons Supply Company

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase change order with Hammons Supply Company, to extend the termination date from January 31, 2011 to January 31, 2012 and increase the payment limit by \$305,000 to a new payment limit of \$622,000 for miscellaneous janitorial supplies used in the County's detention facilities.

FISCAL IMPACT:

\$622,000. 100% General Fund; Budgeted.

BACKGROUND:

Hammons Supply Company provides miscellaneous janitorial products and equipment used in the adult detention facilities.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will not have an active purchase order to purchase janitorial products for adult detention facilities. This could result in various state violations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Frank Scudero, 925-335-1529

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Frank Scudero, Tim Ewell, Joyce Buendia

CHILDREN'S IMPACT STATEMENT:

No impact.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: December 29, 2010



**Contra
Costa
County**

Subject: Amendment #22-611-27 with New Connections

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, MD), to execute, on behalf of the County, Contract Amendment Agreement #22-611-27 with New Connections, a non-profit corporation, effective December 1, 2010, to amend Contract #22-611-25, (as amended by Contract Amendment Agreement #22-611-26) to increase the payment limit by \$10,000, from \$308,000 to a new payment limit of \$318,000, with no change in the original term of March 1, 2010 through February 28, 2011.

FISCAL IMPACT:

This Contract is 100% Federally-funded, by the State, through the Ryan White HIV/AIDS Treatment Modernization Act of 2006, through an inter-governmental agreement with Alameda County, who is the Grantee of these funds. No County funds are required.

BACKGROUND:

On March 2, 2010, the Board of Supervisors approved Contract #22-611-25 (as amended by Contract Amendment Agreement #22-611-26) with New Connections for the period from March 1, 2010 through February 28, 2011, for the provision of services to County residents with HIV disease.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand, 957 5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: D Morgan, B Borbon

BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #22-611-27 will allow the Contractor to provide services to additional Clients, through February 28, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved Contractor will not be compensated for providing additional services to County residents with HIV disease.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: December 29, 2010



**Contra
Costa
County**

Subject: Contract #74-294-6 with Nadhan, Inc. dba Creekside Convalescent Hospital and Mental Health Rehabilitation Program

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Contract #74-294-6 with Nadhan, Inc., dba Creekside Convalescent Hospital and Mental Health Rehabilitation Program, a corporation, in an amount not to exceed \$306,600, to provide Sub-Acute Care for Seriously and Persistently Mentally Ill Adults, for the period from January 1, 2011 through December 31, 2012.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment.

BACKGROUND:

This Contract meets the social needs of County's population by providing Subacute Care for Seriously and Persistently Mentally Ill (SMPI) Adults. The terms of this Contract will allow County to place medically compromised mental health consumers at Contractor's Creekside Mental Health Rehabilitation Center due to closure of an inpatient unit at Contra Costa Regional Medical Center.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE 

Contact: Donna Wigand, 957-5111

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: B Borbon, D Morgan

BACKGROUND: (CONT'D)

On December 15, 2009, the Board of Supervisors approved Contract #74 294-5, with Nadhan, Inc., dba Creekside Convalescent Hospital and Mental Health Rehabilitation Program, for the period from January 15, 2010 through December 31, 2010, for the provision of sub-acute care for SMPI Adults.

Approval of Contract #74-294-6 will allow the Contractor to continue providing services through December 31, 2012.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, seriously and persistently mentally ill adults will not receive sub-acute care for services.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: January 4, 2011



**Contra
Costa
County**

Subject: Authorization to Issue Request for Proposal for Differential Response

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to issue a Request for Proposal (RFP #1120) for Child Welfare Redesign, Differential Response Program Path 1 and Path 2 services in an amount not to exceed \$910,000.

FISCAL IMPACT:

\$910,000: 77% State Child Welfare Redesign funds; 16% State Family Preservation (30% County, 70 State); 7% Federal Preserving Safe and Stable Families (CFDA 93.556)

BACKGROUND:

The Employment and Human Services Department (EHSD) requests authority to issue RFP #1120 to seek community-based and/or faith based organizations to provide case management services for the Children and Family Services Bureau's child welfare redesign differential response program.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE 

Contact: Earl Maciel 3-1648

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Earl Maciel

BACKGROUND: (CONT'D)

In an effort to prevent families from entering the foster care system, Children and Family Services Bureau (CFS) would contract with organizations that provide case managers who help families at risk of entering the child welfare system get stabilized and avoid foster care. The community based case managers receive referrals of closed CFS cases from the Children and Family Services Bureau and manage a caseload, helping families secure needed services, improve family functioning, enhance child well-being and avoid further need for interaction with the department.

CONSEQUENCE OF NEGATIVE ACTION:

EHSD will be unable to provide much needed services to support children and families.

CHILDREN'S IMPACT STATEMENT:

This contract supports all of the community outcomes established in the Children's Report Card: 1) "Children ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable, and Nurturing"; and 5) "Communities that are Safe and provide a High Quality of Life for Children and Families," by providing various services to children and families.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 5, 2011



**Contra
Costa
County**

Subject: Contract #74-304-3 with Fred Finch Children's Home

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand) to execute, on behalf of the County, Novation Contract #74-304-3 with Fred Finch Children's Home, a non-profit corporation, in an amount not to exceed \$1,400,642, to provide implementation of the Mental Health Services Act (MHSA) Community Services and Supports Program, for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$700,321.

FISCAL IMPACT:

This Contract is funded 39% by Federal Medi-Cal and 61% by State Mental Health Services Act (Prop 63).

BACKGROUND:

This Contract meets the social needs of County's population by providing implementation of MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand, 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: B Borbon, D Morgan

BACKGROUND: (CONT'D)

On July 7, 2009 the Board of Supervisors approved Novation Contract #74-304-2 with Fred Finch Children's Home, for the period from June 1, 2009 through June 30, 2010 which included a six-month automatic extension through December 31, 2010, to provide implementation of the Mental Health Services Act (MHSA) Community Services and Supports Program.

Approval of Novation Contract #74-304-3 replaces the automatic extension and allows Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Mental Health Services Act Transitional-aged youth services and support programs will not be implemented.

CHILDREN'S IMPACT STATEMENT:

This EPSDT program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 5, 2011



**Contra
Costa
County**

Subject: Contract #24-942-14 with Victor Kogler

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Haven Fearn), to execute, on behalf of the County, Contract #24-942-14 with Victor Kogler, a self-employed individual, in an amount not to exceed \$125,938, to provide consultation, technical assistance and operational support to the Alcohol and Other Drugs Services (AODS) Division with regard to the Division's System of Care, for the period from January 1, 2011 through December 31, 2011.

FISCAL IMPACT:

This Contract is funded 100% by Federal Prevention Set-Aside. (No rate increase).

BACKGROUND:

On December 15, 2009, the Board of Supervisors approved Contract #24-942-13 with Victor Kogler for the provision of consultation and technical assistance to the Department with regard to the Division's System of Care including, but not limited to, reviewing and making recommendations with regard to client services and levels of care, collecting and analyzing data for the client satisfaction surveys and providing written recommendations to the AODS Director, for the period from January 1, 2010 through December 31, 2010.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Haven Fearn, 313-6350

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: D Morgan , B Borbon

BACKGROUND: (CONT'D)

Approval of Contract #24-942-14 will allow the Contractor to continue providing services through December 31, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not be able to continue providing consultation, technical assistance and operational support to the Alcohol and Other Drugs Services Division with regard to the Division's System of Care.

CHILDREN'S IMPACT STATEMENT:

N/A

To: Board of Supervisors

From: Michael J. Lango, General Services Director

Date: January 5, 2011



**Contra
Costa
County**

**Subject: AWARD OF DESIGN-BUILD CONTRACT FOR THE REMODELING OF 30 MUIR ROAD,
MARTINEZ, FOR THE DEPARTMENT OF CONSERVATION AND DEVELOPMENT
(WH300B)**

RECOMMENDATION(S):

1. APPROVE the plans, specifications, and design for the above project, consisting of Schematic Bridging Drawings (59 sheets) dated November 1, 2010 prepared by Interactive Resources, Inc.
2. DETERMINE that the proposal submitted by Vila Construction Company, Richmond ("Vila"), for the above project, is the most advantageous to the County, and that Vila has complied with the requirements of the County's Outreach Program and the Project Labor Agreement policy.
3. AWARD a design-build contract to Vila, in the amount of \$7,706,205, for the Remodeling at 30 Muir Road, Martinez, for the Department of Conservation and Development ("DCD"), and DIRECT the General Services Director, or designee, to prepare the contract.
4. ANNOUNCE the contract award publicly pursuant to Public Contract Code Section 20133 and DECLARE that the basis of award is best value and that this Board Order constitutes the written decision required by Section 20133.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE 

Contact: Steve Jordan 313-7200

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Catherine Kutsuris, John Gregory, Steve Jordan, David Schmidt, Fiscal Officer, Rob Lim

RECOMMENDATION(S): (CONT'D)

5. DIRECT that Vila shall submit two good and sufficient surety bonds in the amount of \$7,141,205 and that Vila and its subcontractors shall sign a Project Labor Agreement for the project, and ORDER that, after Vila has signed the contract and returned it, together with the bonds, the signed Project Labor Agreement, evidence of insurance, and other required documents, and the General Services Director has reviewed and found them to be sufficient, the General Services Director, or designee, is authorized to sign the contract for this Board.
6. ORDER that the General Services Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.
7. AUTHORIZE the General Services Director, or designee, to order changes or additions to the construction work and to execute written change orders pursuant to Public Contract Code Section 20142.
8. DELEGATE to the General Services Director, or to any licensed architect or engineer employed by the County, the authority to approve further plans, specifications, and design prepared by the design-build team for the above project.
9. DELEGATE, pursuant to Public Contract Code Section 4114, to the General Services Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.
10. DELEGATE, pursuant to Labor Code Section 6705, to the General Services Director or to any registered civil or structural engineer employed by the County the authority to accept detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection during trench excavation covered by that section.
11. DIRECT the General Services Director, or designee, to submit to the Legislative Analyst's Office, before September 1, 2013, the report required by Public Contract Code Section 20133(e).

FISCAL IMPACT:

The \$7,706,205 contract cost will be paid by DCD. The total estimated cost for the 30 Muir Road Remodeling project is \$11.15 million. All project costs will be covered by a DCD fund comprised of Land Development fees collected for facility improvements and operations. No General Fund money will be used for the remodeling project.

BACKGROUND:

The buildings at 30 and 40 Muir Road, in Martinez, are owned by the County. The building at 30 Muir Road is two stories, with a total area of approximately 40,600 square feet. The building at 40 Muir Road is two stories, with a total area of approximately 22,400 square feet. Both buildings have been vacant since October 2008.

In 2007, the County hired an engineering firm to evaluate the structure and building systems at 30 and 40 Muir Road and to identify any existing building deficiencies. The evaluation determined that the buildings would require major renovation in order to be re-used, including upgrades for disabled access, a new HVAC system, new roof, new windows, and repainting of the exterior wood siding. These improvements to the building shells need to be undertaken no matter which department eventually occupies the buildings.

In June 2009, a project to remodel 30 and 40 Muir Road for DCD was presented to the Finance Committee and the Committee recommended proceeding with the project. In December 2009, the Board of Supervisors authorized the General Services Department to carry out the necessary processes to implement the project. Subsequent to the Board's December 2009 authorization, DCD determined that 40 Muir Road was not required to meet DCD's facilities needs.

DCD will be relocating to 30 Muir Road from approximately 42,000 square feet of office space that it currently occupies in four locations in Martinez: 37,000 square feet in the North Wing and County Administration Building and 5,000 square feet of leased space at 600 Main Street.

The 30 Muir Road project involves a major remodeling of the building at that address. The Base Bid work will include the following key elements:

- Update and improve the overall appearance and functionality of the existing interior, exterior, and site to "like new" condition
- Improve the work environment for staff and clients
- Upgrade the existing electrical system to provide adequate power for current and future needs

- Upgrade the existing telecom/data and other low-voltage systems to meet current standards
- Upgrade the existing HVAC systems to meet the increased demands posed by computers and other electronic equipment
- Building Green – the County intends that the project will qualify for a LEED rating from the U.S. Green Building Council. The anticipated preliminary rating to be targeted is Gold.
- Accommodate a one-floor, one-stop Application and Permit Center

In May 2010, a Request for Qualifications for design-build services was issued and 25 statements of qualification were received in June 2010. A selection committee comprised of County staff from DCD and GSD short-listed the field to six teams. A Request for Proposals (“RFP”) was issued to the six teams in November 2010 and proposals were received in December 2010. The selection committee conducted interviews of these teams in December 2010.

In the RFP, remodeling 30 Muir Road for DCD was included as the Base Bid, and remodeling the building shell at 40 Muir Road for future use was included as an Additive Alternate. This approach allowed the County to potentially take advantage of economies of scale and obtain a competitive proposal for the 40 Muir Road improvement work, an approach that would be more cost effective for the County than seeking bids for the 40 Muir Road improvements as a smaller, stand-alone project.

Vila Construction Company, Richmond, CA, submitted a proposal with a price of \$7,706,205 for remodeling 30 Muir Road (Base Bid) and a price of \$1,236,672 for remodeling the building shell at 40 Muir Road (Additive Alternate No. 1). Following evaluation of the proposals by the selection committee, Vila’s proposal was determined to be the best value for the County, and Vila’s proposal received first ranking (i.e., the most advantageous to the County). The Vila team includes KPA, Oakland, as the architect. The proposals ranked second and third, respectively, were submitted by Roebellen Contracting, El Dorado Hills, and Howard S. Wright Contractors, LP, Emeryville.

The proposal submitted by Vila is the best value and is most advantageous to the County because of a combination of factors, including price, project schedule, value engineering approach, experience, and qualifications. The basis of the contract award to Vila is that Vila is best value. This Board Order constitutes the written decision required by Public Contract Code Section 20133.

The Contract Compliance Officer has reported that Vila has documented an adequate good faith effort to comply with the requirements of the County’s Outreach Program. The General Services Director, therefore, recommends that the design-build contract be awarded to Vila.

Under the terms of the RFP, a condition of contract award is that the design-build contractor and its subcontractors enter into the County’s standard-form Project Labor Agreement (“PLA”). Vila has signed the PLA and will have each subcontractor sign the PLA before performing construction work on the above project.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, are on file with the Clerk of the Board, and copies are available to any party upon request.

The General Services Department is still considering the proposal submitted by Vila for remodeling the building shell at 40 Muir Road (Additive Alternate No. 1). It is anticipated that Additive Alternate No. 1 will soon be presented to the Board for contract award, in which case it would be added to Vila’s design-build contract for remodeling 30 Muir Road.

CONSEQUENCE OF NEGATIVE ACTION:

If the design-build contract is not awarded at this time, the project work (remodeling 30 Muir Road) would not proceed and would be delayed, with adverse impacts to DCD’s space requirements.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 5, 2011



**Contra
Costa
County**

Subject: Contract #26-429-17 with Jackson & Coker LocumTenens, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-429-17 with Jackson & Coker LocumTenens, LLC, a limited liability company, in an amount not to exceed \$250,000, for the provision of temporary help physicians for Contra Costa Regional Medical Center and Contra Costa Health Centers and the County's Main Detention Facility, for the period from January 1, 2011 through December 31, 2011.

FISCAL IMPACT:

This Contract is funded 100% by the Enterprise Fund I. No increase in rates.

BACKGROUND:

For many years the County has contracted with registries to provide temporary qualified personnel to assist the Department during peak work loads, temporary absences and emergency situations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: David Goldstein, 370-5525

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

On December 15, 2009, the Board of Supervisors approved Contract #26-429-16 with Jackson & Coker LocumTenens, LLC, for the period from January 1, 2010 through December 31, 2010, for the provision of temporary physician services to cover vacation, sick leave, and extended leave relief for County-employed physicians at the Contra Costa Regional Medical Center and Contra Costa Health Centers and County's Main Detention Facility.

Approval of Contract #26-429-17 will allow the Contractor to continue to provide temporary physician services through December 31, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa Regional Medical and Contra Costa Health Centers and the County's Main Detention Facility would not have appropriate physician coverage during temporary staff absences therefore patients would go untreated.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Board of Supervisors

From: Ed Woo, Chief Information Officer

Date: January 6, 2011



**Contra
Costa
County**

Subject: UTDI Avaya S8300D Server/Upgrade to existing CMS

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Unified Teldata Inc., in an amount not to exceed \$144,000 for the upgrade of the countywide Call Management System at 1275 Hall Avenue, Richmond.

FISCAL IMPACT:

The cost of \$144,000 is budgeted under Org# 4293, FY 10/11, and charged back to the user Department through DoIT's billing process.

BACKGROUND:

The Department of Information Technology has been utilizing the Avaya Automated Call Distribution (ACD) system since 2006. We currently have ACD users at various East and Central County buildings. This purchase request will expand the Call Management System (CMS) and allow us to provide ACD functionality at the 1275 Hall Ave, Richmond site for EHSD.

CONSEQUENCE OF NEGATIVE ACTION:

Automated Call Distribution functionality will not be available at 1275 Hall Avenue, Richmond.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: ED WOO (925) 383-2688

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Fern Carroll, Joanne Buenger, Wayne Tilley, Timothy Ewell, John Buckhalt

CHILDREN'S IMPACT STATEMENT:

No impact.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Contract #74-359-2 with Young Men's Christian Association of the East Bay

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-359-2 with Young Men's Christian Association of the East Bay, a non-profit corporation, in an amount not to exceed \$99,234, to provide Mental Health Services Act (MHSA) prevention and early intervention services for the period from January 1, 2011 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$99,234.

FISCAL IMPACT:

This Contract is funded 100% by Proposition 63/Mental Health Services Act (MHSA). No County funds are required. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing improved access to health care, education, mental health and suicide prevention to more than 1,000 residents from diverse households in the Iron Triangle neighborhood of Richmond.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: Donna Wigand 957-5111

Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On August 11, 2009, the Board of Supervisors approved Contract #74–359 (as amended by Contract Amendment Agreement #74–359–1) with Young Men’s Christian Association of the East Bay for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of MHSA Prevention and Early Intervention (PEI) services.

Approval of Contract #74–359–2 will allow Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, residents of Richmond’s Iron Triangle will not receive the PEI services to influence factors that bear upon the healthy development and education of children from the community and improve community participation in education and health promotion, health protection, and violence prevention efforts.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program supports the following Board of Supervisors’ community outcomes: “Families that are Safe, Stable, and Nurturing”; and “Communities that are Safe and Provide a High Quality of Life for Children and Families”. Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Contract #74-377-1 with Ryse, Inc., a California Nonprofit Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-377-1 with Ryse, Inc., a California Nonprofit Corporation, in an amount not to exceed \$430,000, to provide Mental Health Services Act (MHSA) prevention and early intervention services for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$215,061.

FISCAL IMPACT:

This Contract is funded 100% by Proposition 63/MHSA. No County funds are required. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by engaging participants in deeper, transformative work that recognizes and addresses the histories and inequitable burden of trauma and violence experienced in West Contra Costa County and providing harm reduction presentations to schools, community organizations, and public agencies; street-based outreach, monthly cultural events, and monthly membership meetings.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On August 15, 2009, the Board of Supervisors approved Contract #74-377 with Ryse, Inc., a California Nonprofit Corporation, for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of MHSA prevention and early intervention services.

Approval of Novation Contract #74-377-1 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not provide the health and wellness program which provides youth centered assessment goal setting and support and wellness services or the trauma response and resilience system providing support and response to incidents of violence to diverse cultural communities in West Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Contract #74-375-1 with Rainbow Community Center of Contra Costa County

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-375-1 with Rainbow Community Center of Contra Costa County, a non-profit corporation, in an amount not to exceed \$138,955, to provide Mental Health Services Act (MHSA) prevention and early intervention services for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$69,477.

FISCAL IMPACT:

This Contract is funded 100% by Proposition 63/MHSA. No County funds are required. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a community-based social support program designed to decrease isolation, depression and suicidal ideation among members of the Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) community residing in Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On August 25, 2009, the Board of Supervisors approved Contract #74-375 with Rainbow Community Center of Contra Costa County, for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of MHSA prevention and early intervention services.

Approval of Novation Contract #74-375-1 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the LGBTQ community and their families will not receive outreach and community engagement events, support groups, in-services, and counseling from this Contractor.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Contract #74-306-5 with The West Contra Costa Youth Service Bureau

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #4-306-5 with The West Contra Costa Youth Service Bureau, a non-profit corporation, in an amount not to exceed \$648,894, to provide wraparound mental health services for youth, for the period from January 1, 2011 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$648,894.

FISCAL IMPACT:

This Contract is funded 62% by Federal FFP Medi-Cal, 33% by State Early and Periodic, Diagnosis, Screening and Treatment (EPSDT), and 5% by Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing wraparound Mental Health services to County-designated Seriously Emotionally Disturbed (SED) youth, and their families, in West Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On January 12, 2010, the Board of Supervisors approved Novation Contract #74–306–4 with The West Contra Costa Youth Services Bureau for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of wraparound Mental Health services.

Approval of Contract #74–306–5 will allow the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Medi-Cal eligible SED youth in West Contra Costa County will have fewer opportunities to receive needed wraparound treatment, and may require treatment at higher levels of service.

CHILDREN'S IMPACT STATEMENT:

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Contract #74-313-6 with Community Health for Asian Americans

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-313-6 with Community Health for Asian Americans, a non-profit corporation, in an amount not to exceed \$338,680, to provide implementation of County's Mental Health Act Community Supports and Service Teams (ACSST) Project for the period from January 1, 2011 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$338,680.

FISCAL IMPACT:

This Contract is funded 25% by Federal Medi-Cal, 14% by State Early Periodic Screening, Diagnosis, and Treatment (EPSDT), and 61% by Mental Health Services Act (MHSA). (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing implementation of County's ACSST Project, including Wraparound services and other community-based mental health services, medication support, and crisis intervention in far East Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: B Borbon, L Smith

BACKGROUND: (CONT'D)

On December 1, 2009, the Board of Supervisors approved Novation Contract #74-313-3 (as amended by Amendment Agreements #74-313-4 and #74-313-5) with Community Health for Asian Americans, in the amount of \$677,359, for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of Mental Health Act Community Supports and Service Teams (ACSST) Project.

Approval of Contract #74-313-6 will allow the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, at-risk youth in County's Families Forward program in East Contra Costa County will not receive needed wraparound mental health services, and may require higher levels of treatment.

CHILDREN'S IMPACT STATEMENT:

This MHSA program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Contract #74-362-1 with STAND! Against Domestic Violence

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-362-1 with STAND! Against Domestic Violence, a non-profit corporation, in an amount not to exceed \$122,731, to provide Mental Health Services Act (MHSA) prevention and early intervention services for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$61,365.

FISCAL IMPACT:

This Contract is funded 100% by Proposition 63/MHSA. No County funds are required. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing two evidence-based, best-practice programs: "Expect Respect," and "You Never Win with Violence" to directly affect the behaviors of youth (preventing future violence) and enhance mental health outcomes for students already experiencing teen dating violence at school sites throughout Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On July 21, 2009, the Board of Supervisors approved Contract #74-362 with STAND! Against Domestic Violence, for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of MHSA prevention and early intervention services.

Approval of Novation Contract #74-362-1 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, youth who are at-risk of experiencing violence and those who have experienced violence within their homes or dating relationships will not receive prevention and early intervention services from this Contractor.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include youth experiencing, or at-risk of, teen dating violence will demonstrate an increased knowledge about the difference between healthy and unhealthy teen dating relationships; an increase sense of belonging to positive peer groups; an enhanced understanding that violence doesn't have to be "normal" and an increased knowledge of their rights and responsibilities in a dating relationship.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Contract #74-218-8 with Desarrollo Familiar, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-218-8 with Desarrollo Familiar, Inc., a non-profit corporation, in an amount not to exceed \$254,700, to provide school and community based mental health services for Latino children and their families, for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$127,350.

FISCAL IMPACT:

This Contract is funded 62% Federal FFP Medi-Cal, 33% by State Early and Periodic Screening, Diagnosis and Treatment (EPSDT), and 5% by County Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing school and community-based mental health services, including assessments; individual, group, and family counseling; medication support; case management; outreach; and crisis intervention services to an underserved Latino population, which will result in greater home, community, and school success.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On October 20, 2009, the Board of Supervisors approved Novation Contract #74-218-7 with Desarrollo Familiar, Inc. for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of school and community based mental health services for Latino children and their families.

Approval of Novation Contract #74-218-8 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Spanish-speaking children in West Contra Costa County will not receive the school and community-base mental health services they need, and may require higher levels of service.

CHILDREN'S IMPACT STATEMENT:

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Interagency Agreement #74-193-9 with Mount Diablo Unified School District

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Interagency Agreement #74-193-9 with Mount Diablo Unified School District, a government agency, in an amount not to exceed \$1,010,952, to provide to provide wraparound services for Seriously Emotionally Disturbed (SED) children and their families for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$505,476.

FISCAL IMPACT:

This Contract is funded 50% by Federal FFP Medi-Cal, 45% by State Early and Periodic, Screening, Diagnostic and Treatment Program (EPSDT), 4% by Mount Diablo Unified School District and 1% by Mental Health Realignment. (No rate increase)

BACKGROUND:

This Agreement meets the social needs of County's population by providing child-family team facilitators and other wraparound services to families of children with serious emotional and behavioral disturbances; facilitates multi-agency collaborative service delivery; and minimizes the need for crisis services and involvement with the Juvenile Justice System.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: Donna Wigand 957-5111

Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On September 15, 2009, the Board of Supervisors approved Novation Interagency Agreement #74–193–8 with Mount Diablo Unified School District, for the period from July 1, 2009 through 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of wraparound services for SED children and their families.

Approval of Novation Interagency Agreement #74–193–9 replaces the automatic extension under the prior Agreement and allows the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children in the Mt. Diablo Unified School District will not receive needed wraparound mental health services, and may require crisis services or involvement with the Juvenile Justice System.

CHILDREN'S IMPACT STATEMENT:

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Contract #74-043-17 with Seneca Residential and Day Treatment Center for Children

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-043-17 with Seneca Residential and Day Treatment Center for Children, a non-profit corporation, in an amount not to exceed \$555,000, to provide Therapeutic Behavioral Services (TBS) for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$277,500.

FISCAL IMPACT:

This Contract is funded 100% by 62% by Federal FFP Medi-Cal, 33% by State Early and Persistent Screening, Diagnosis, and Treatment (EPSDT), and 5% by Mental Health Realignment. (No rate increase)

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES NOES

ABSENT ABSTAIN

RECUSE

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND:

The State Department of Mental Health has been working in collaboration with County's Mental Health Division to establish a mandated program to provide TBS to children who participate in the EPSDT Supplemental Specialty Mental Health services. This program will provide emergency placement services to eligible Medi-Cal beneficiaries less than 21 years of age, who meet the medical necessity criteria of their Mental Health Plan, and who have been discharged from a hospital or have failed in other placements.

On December 1, 2009, the Board of Supervisors approved Novation Contract #74-043-16 with Seneca Residential and Day Treatment Center for Children, for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of TBS to County's clients.

Approval of Novation Contract #74-043-17 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, children who participate in the EPSDT Supplemental Specialty Mental Health services will not receive mandated TBS services from this contractor.

CHILDREN'S IMPACT STATEMENT:

This TBS program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Contract #74-058-13 with Seneca Residential and Day Treatment Center for Children

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-058-13 with Seneca Residential and Day Treatment Center for Children, a non-profit corporation, in an amount not to exceed \$203,356, to provide intensive crisis stabilization services to youth through the Mobile Crisis Response Teams for the period from January 1, 2011 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$203,356.

FISCAL IMPACT:

This Contract is funded 39% by Federal FFP Medi-Cal, 25% by State Early and Periodic Screening, Diagnosis and Treatment (EPSDT), and 36% by County Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing intensive crisis stabilization services to Seriously Emotionally Disturbed (SED) children and adolescents (and their families) in high-risk situations, to reduce the need for psychiatric hospitalization.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On December 8, 2009, the Board of Supervisors approved Novation Contract #74-058-12 with Seneca Residential and Day Treatment Center for Children, for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of intensive crises stabilization services to youth through the Mobile Crisis Response Teams.

Approval of Contract #74-058-13 will allow the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children and adolescents will not receive intensive crisis stabilization services, and will be at risk of requiring hospitalization.

CHILDREN'S IMPACT STATEMENT:

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Contract #74-070-13 with FamiliesFirst, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-070-13 with FamiliesFirst, Inc., a non-profit corporation, in an amount not to exceed \$270,768, to provide day treatment services for Seriously Emotionally Disturbed (SED) adolescents, for the period from January 1, 2011 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$270,768.

FISCAL IMPACT:

This Contract is funded 62% by Federal FFP Medi-Cal and 38% by State Early and Periodic Screening, Diagnosis, and Treatment (EPSDT). (No rate increase)

The Contractor will bill Medi-Cal through the current County system under the Rehabilitation Option for all eligible services, and the Federal Financial Participation will accrue to the County.

BACKGROUND:

This Contract meets the social needs of County's population by providing mental health day treatment for SED adolescents to reduce the need for hospitalization.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On December 1, 2009, the Board of Supervisors approved Novation Contract #74-070-12 with FamiliesFirst, Inc., for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of an intensive day treatment program for seriously emotionally disturbed (SED) adolescents.

Approval of Contract #74-070-13 will allow Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer in-state facilities for treatment for SED children, which may require acute care or placement at a higher level of care.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children ready for and succeeding in school"; "Families that are safe, stable, nurturing"; and "Communities that are safe and provide a high quality of life for children and families". The expected outcomes include all goals identified by Children's Statewide System of Care guidelines including increasing and maintaining school attendance as measured by school records; an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS); an increase in family satisfaction - as measured by the Parent Satisfaction Survey; decreased used of acute care system; and placement at discharge to a lower level of care.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Contract #24-959-19 with STAND! Against Domestic Violence

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-959-19 with STAND! Against Domestic Violence (formerly Family Stress Center, Inc.), a non-profit corporation, in an amount not to exceed \$106,000, to provide mental health services to recipients of the CalWORKs Program, for the period from July 1, 2010 through June 30, 2011. This Contract includes a six-month automatic extension through December 31, 2011, in an amount not to exceed \$53,000.

FISCAL IMPACT:

This Contract is funded 100% by State CalWORKs through the Employment and Human Services Department. (Rate Increase)

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not receive the mental health services they need in order to participate in Welfare-to-Work activities.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Donna Wigand 957-5111

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND:

In August 1997, the State of California Legislature passed Assembly Bill 1542 which brought major changes to the welfare programs previously operated by the State. Among the changes was a provision that required treatment of substance abuse and mental illnesses of Welfare-to-Work participants, when these conditions interfere with participation in Welfare-to-Work activities. Subsequently, the County's Employment and Human Services Department and Health Services Department signed an Interdepartmental Services Agreement (#21 427), which allowed the Health Services Department to provide substance abuse and mental health services to Welfare-to-Work participants referred by the Employment and Human Services Department.

On January 26, 2010, the Board of Supervisors approved Novation Contract #24-959-17 with Family Stress Center, Inc., (now known as STAND! Against Domestic Violence) for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of mental health services, including individual, group and family collateral counseling, case management, and medication management services to CalWORKs participants to reduce barriers to employment.

Approval of Novation Contract #24-959-19 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2011.

To: Board of Supervisors

From: William Walker, M.D., Health Services Director

Date: January 6, 2011



**Contra
Costa
County**

Subject: Novation Contract #24-948-21 with New Connections

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-948-21 with New Connections, a non-profit corporation, in an amount not to exceed \$420,000, to provide substance abuse and mental health services for CalWORKs program participants for the period from July 1, 2010 through June 30, 2011.

FISCAL IMPACT:

This Contract is funded 5% by Federal Perinatal Set-Aside and 95% by the State of California Work Opportunities and Responsibilities to Kids (CalWORKs) through the Employment and Human Services Department. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing outpatient perinatal intensive day treatment services and assessments and pre-treatment and pre-sobriety services for substance abusing and mentally ill participants in the CalWORKs program to help eliminate barriers to employment.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Haven Fearn 313-6350

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND: (CONT'D)

On January 12, 2010, the Board of Supervisors approved Novation Contract #24-948-20 with New Connections for the period from July 1, 2009 through June 30, 2010, which included a six-month automatic extension through December 31, 2010, for the provision of substance abuse and mental health services for CalWORKs program participants.

Approval of Novation Contract #24-948-21 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will not be any outpatient perinatal Alcohol and Other Drugs treatment programs in Central Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Drug Abuse program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" community outcome by providing parenting education, stability, and safety for mothers (and their children) and pregnant women who are alcohol and drug dependent, while they are in substance abuse treatment. Expected outcomes include delivery of drug-free babies, decreased use of alcohol, tobacco and other drugs, reduction in the number of relapses, and creation of a sober social network.

To: Board of Supervisors

From: Joe Valentine, Employment & Human Services Director

Date: December 29, 2010



**Contra
Costa
County**

Subject: Amendment to increase the Contra Costa Economic Partnership contract payment limit.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Contra Costa Economic Partnership to increase the contract payment limit by \$85,000 for a new limit not to exceed \$181,000 for increased green industry project management services with no change to the contract term of June 15, 2010 through June 30, 2011.

FISCAL IMPACT:

\$181,000; 100% Federal: American Recovery and Reinvestment Act (ARRA) Adult Workforce Investment Act Funds.

BACKGROUND:

designrseentorce Development Board (WDB) chose Contra Costa Economic Partnership from the competitive bid process (RFI #415) in May of 2010 to provide the framework for project management services in the green industry clusters specific to energy and water. Services under this contract include diagnosing industry segments, setting collaborative priorities, organizing a cluster investment strategy, and creating a sustainable implementation plan.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: Stephen Baiter, 2-6820

Supervisors

By: , Deputy

cc: Melanie Mintz

BACKGROUND: (CONT'D)

This Board Order authorizes an increase to the contract payment limit to Contra Costa Economic Partnership by \$85,000 from \$96,000 to a new payment limit of \$181,000.

The Contra Costa Economic Partnership will advance 3 additional objectives with these revenue enhancements:

- Implement marketing and communications services for the Regional Industry Clusters of Opportunity Grant. The "Partnership" will develop an identity and associated collateral material, including a website for the Regional Industry Clusters of Opportunity effort to heighten awareness of the greater East Bay's green economy and workforce clusters.
- Oversee the creation of an identity, i.e., logo and branding, marketing brochure, website content and graphics, marketing and communications plan, prereleases, and broad publicity across the region. The current contract is for the period June 15, 2010 - June 30, 2011, and will remain unchanged for the inclusion of the expanded services.
- Design, film, edit and produce an HD color video product to support the RICO grant project which highlights the Clean Energy and Water Technologies industry clusters.

CONSEQUENCE OF NEGATIVE ACTION:

Fewer opportunities will exist to network and communicate between stakeholders of green energy clusters specific to energy and water in the region.

CHILDREN'S IMPACT STATEMENT:

This contract supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by assisting with training and employment services.

To: Board of Supervisors

From: Taylor Rhys, Public Works

Date: November 29, 2010



**Contra
Costa
County**

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with TRC Engineers, Inc., Project No.: 0662-6R4078-05

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with TRC Engineers, Inc. effective May 12, 2009, to extend the term from October 31, 2010 through December 11, 2010 for the Iron Horse Trail Pedestrian Overcrossing project, with no change to the payment limit.

FISCAL IMPACT:

There will be no impact on the County General Fund. Funding for this project is as follows: 47% Redevelopment funds, 19.3% Metropolitan Transportation Commission: Housing Incentive Program Congestion Mitigation Air Quality Improvement Program (MTC HIP CMAQ) funds, 11.6% Regional Bicycle and Pedestrian Program: Congestion Mitigation Air Quality Improvements Program (RBPP CMAQ) funds; 10.6% Measure C fund, 5.8% Transportation for Livable Communities: Congestion Mitigation Air Quality Improvement Program (TLC CMAQ) funds, 3.8% Transportation Equity Act for the 21st Century: Congestion Mitigation Air Quality Improvement Program (TEA 21 CMAQ) funds; and 1.9% Transportation for Livable Communities: State Transportation Improvement Program-Transportation Enhancement (TLC STIP-TE) funds. Project No. 0662-6R4078-05

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Rob Tavenier, 313-2009

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND:

The purpose of the amendment to the Consulting Services Agreement (CSA) with TRC Engineers, Inc. is to extend the term of the contract to match the anticipated completion date of the project.

CONSEQUENCE OF NEGATIVE ACTION:

If the Consulting Services Agreement amendment with TRC Engineers, Inc. is not approved, payment to the consultant for their work cannot be made.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

1. Identification of Agreement to be Amended.
 - (a) Effective Date of Agreement: May 12, 2009
 - (b) Agency: Contra Costa County Public Works
 - (c) Subject: Construction Management Services for Iron Horse Trail Pedestrian Overcrossing project

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
 - (a) Consultant's Name & Address: TRC Engineers, Inc.
1590 Solano Way, Suite A
Concord, CA 94520
Attn: Mark A. Imbriani

 - (b) Type of Business Entity: Corporation

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, identify state of incorporation: California

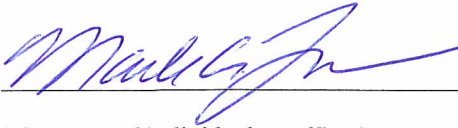

3. Project Name, Number, & Location. Iron Horse Trail Pedestrian Overcrossing
County Project No.: 0662-6R4078-05
Pleasant Hill area, District III

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is October 30, 2010.

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. These signatures attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A	SIGNATURE B
Consultant's Name: TRC Engineers, Inc.,	
By <u></u>	By <u></u>
(Signature of individual or officer)	(Signature of individual or officer)
<u>VICE PRESIDENT, MARK A. IMBRIANI</u>	<u>James A Baker Asst Secretary</u>
(Print name and title, if applicable)	(Print name and title, if applicable)

Note to Consultant: For corporations, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.


ACKNOWLEDGMENT FOR SIGNATURE "A"

State of California)
County of Sacramento)

On Jan. 04, 2011, before me, Susan K. Fenrich, Notary Public, personally appeared Mark A. Imbriani, Vice President (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), 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

(Notary's Seal)



ACKNOWLEDGMENT FOR SIGNATURE "B"

State of California)
County of Orange)

On Dec. 29, 2010, before me, Terri Bovitz Pollard, Notary Public, personally appeared James A Baker, Asst Secretary (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), 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

(Notary's Seal)



AGENCY

- (a) If Amendment is approved by Agency's governing body (required if Payment Limit exceeds \$100,000 or if original Agreement was approved by Agency's governing body):

AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
---	---

- (b) If Amendment is approved by County Purchasing Agent:

AGENCY, By _____ County Purchasing Agent or Designee
--

APPROVALS

RECOMMENDED BY DEPARTMENT

By Kim Enig
Designee

FORM APPROVED BY COUNTY COUNSEL

By [Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

AMENDMENT SPECIFICATIONS

Purpose:

The parties desire to amend the agreement they entered into effective May 12, 2009, entitled "Consulting Services Agreement," hereinafter referred to as "Agreement." The Agreement is for construction management services for the Iron Horse Trail Pedestrian Overcrossing project in the Pleasant Hill BART Station Area. This Amendment provides for the following:

Extension of the term of the agreement to December 11, 2010

Parties:

Effective October 30, 2010 The County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as "Agency," and TRC Engineers, Inc., hereinafter referred to as "Consultant," mutually agree and promise as follows:

Term:

Section 3 is hereby deleted in its entirety and amended as follows: "The effective date of this Agreement is May 12, 2009. It terminates on December 11, 2010, unless sooner terminated as provided herein."

Remaining Provisions:

Except for the changes made by this Amendment, all provisions of the Agreement shall remain in full force and effect.

To: Board of Supervisors

From: Liz Arbuckle, Office of the Sheriff

Date: December 30, 2010



**Contra
Costa
County**

Subject: Purchase Order - Securimetrics

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Securimetrics, Inc., in the amount of \$130,000 for annual maintenance and support of the Jail Management System (JMS) for the period November 1, 2010 through October 31, 2011.

FISCAL IMPACT:

\$130,000, 100% General Fund; Budgeted.

BACKGROUND:

The Jail Management System (JMS) from Securimetrics, allows the Office of the Sheriff to document the flow of inmates in and out of the criminal justice system. JMS is used throughout our Custody Services Bureau and in all detention facilities. Annual maintenance and support is necessary in order to ensure uninterrupted use of this vital database.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Frank Scudero, 925-335-1601

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Frank Scudero, Dave Spinelli

CONSEQUENCE OF NEGATIVE ACTION:

Not approving this maintenance and support payment will leave the JMS system without annual maintenance and could result in the system becoming inoperable. This could result in delayed release of inmates and seriously impact the Office of the Sheriff's ability to meet legal requirements regarding detention time lines.

CHILDREN'S IMPACT STATEMENT:

No impact.

To: Board of Supervisors

From: Federal D. Glover, District V Supervisor

Date: December 17, 2010



**Contra
Costa
County**

Subject: 2010 ANNUAL REPORT FROM BETHEL ISLAND MUNICIPAL ADVISORY COUNCIL

RECOMMENDATION(S):

RECEIVE the 2010 Annual Report submitted by the Bethel Island Municipal Advisory Council.

FISCAL IMPACT:

None.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/337, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday in December.

The attached report fulfills this requirement for the Bethel Island Municipal Advisory Council.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Lynn Reichard 925-427-8138

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Bethel Island Municipal Advisory Council will not be in compliance with the requirement set forth in Resolution No. 2002/337.

CHILDREN'S IMPACT STATEMENT:

None.

Bethel Island **MAC**

Submitted by:
David Graas, Chairperson

Activities and Accomplishments

The primary goals of the MAC in 2010 and going forward was, and is, to increase community awareness and participation at the monthly MAC meetings.

We successfully scheduled monthly guest speakers, who brought timely and pertinent information to the folks of our community. Presentations included speakers from the following groups:

- Heart Health
- BIMID
- Code Enforcement
- Neighborhood Preservation
- Public Works
- Small Water Systems
- Vector Control
- Bridge Updates
- Transportation, Water, and Infrastructure Committee

The MAC board's activities and efforts have resulted in some major improvement and changes in 2010:

1. MAC continues working with East Contra Costa Fire Protection District, promoting the sale and installation of reflective house number signs that allow the firefighters easier location of island addresses. To date, we have installed more than 360 signs on island resident properties.
2. The MAC Board is currently working with community residents and Marine Patrol to add additional signage to our local waterways. We have identified specific locations where water craft historically and habitually violate "NO WAKE" and "5 MPH" zones (both on private docks and existing pilings), and have installed additional signage in those locations.
3. The island-wide "DRY HYDRANT" water system is underway. This system will allow the fire department access to filtered Delta water at various locations on our levees. This will greatly aid firefighters in our community during fire emergencies.
4. MAC members regularly meet with the Contra Costa County Code Enforcement group to establish a list of enforcement priorities that meet the needs of the community, as well as the county enforcement folks.

5. The island Emergency Preparedness group had to cancel the safety Fair, due to lack of funding. This effort provides the community needed information and education in case of an emergency or natural disaster on our island and we will try to secure funding for 2011.

MEMBERSHIP

The current MAC board is very dedicated, hard working, and proactive in the Bethel Island community. We feel that we have made significant and positive influence in our community.

David Graas will continue as chairperson through December 2010. A new chairperson will be nominated at the December 2010 meeting.

Members in 2010

- Chair—David Graas
- Vice Chair—Joe Stokely
- Member—Belinda Bittner
- Member—Bob Cameron
- Member—Ken Quick

ATTENDANCE—2010

January	All Present
February	Bittner and Marshall absent
March	Graas absent
April	Marshall absent
May	All Present
June	Stokley absent
July	All Present
August	All Present
September	All Present
October	No Meeting
November	All Present
December	Bittner absent

SPEAKERS—2010

Jamar Stamps and Mary Holly
Pam Dawson
Kevin Emigh
Jason Crapo
Jason Crapo
None
Ron Pilkington and David Farr
Tony Fontenot
None
None
None
Santa Claus

MAC

WORK PLAN AND OBJECTIVES for 2011

MAC priorities for the year of 2011 will continue to provide the Bethel Island community with the opportunity to communicate with the Service Providers of Contra Costa County. This effort, in the past years, has proven very successful in allowing amicable communiqué between our citizens and county groups.

We will continue to schedule pertinent and informative speaker presentation at our monthly meetings.

We will continue our work on:

1. House numbering project
2. Dry Hydrant project
3. NO WAKE and Speed Limit signage
4. Heart Health education
5. Citizen's Fire Committee
6. Code enforcement communications
7. Emergency Preparedness programs and education
8. Starting life jacket program for seniors
9. Starting smoke alarm program for low income/seniors

Bethel Island MAC meetings are held on the 2nd Tuesday of every month at 6:00 p.m. at Scout Hall on Bethel Island.

Chair: David Graas

Secretary: Kendra Saitta

Staff District V: Lynn Enea

To: Board of Supervisors

From: Michael J. Lango, General Services Director

Date: December 20, 2010



**Contra
Costa
County**

Subject: 256 24th Street, Richmond - Transfer of Property to Contra Costa County

RECOMMENDATION(S):

1. APPROVE the transfer of title to three parcels of land and improvements located at 256 24th Street, Richmond from Mr. Albert Loo, Jr. to Contra Costa County, under the terms and conditions set forth in the Grant Deed, and ACCEPT the Grant Deed from Mr. Loo.
2. AUTHORIZE the Director of General Services, or designee, to EXECUTE all necessary documents for the transfer of title.
3. DETERMINE that the project is a Categorical Exemption under Section 15061(3) of the California Environmental Quality Act. (CP#10-41)
4. DIRECT the Department of Conservation and Development Director, or designee, to file a Notice of Exemption with the County Clerk of the Board, and DIRECT the Director of General Services, or designee, to arrange for the payment of the handling fees to the Department of Conservation and Development and County Clerk for filing of the Notice of Exemption.

FISCAL IMPACT:

Closing costs related to the transfer of title are estimated to be approximately \$6,600, which will be paid by the County with budgeted funds in the Health Services Department.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Mike Lango (925) 313-7100

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: GSD Administration, GSD Accounting, GSD RES Division Manager, GSD RES Agent, GSD RES Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office, Risk Manager

BACKGROUND:

In 1989, the County entered into a 20-year Facility Lease with Albert Loo, Jr. and Alice G. Loo for three parcels of improved land, including a 7,000 square foot building and parking lots located at 256 24th Street in Richmond.

The Health Services Department Mental Health Division occupied the premises until 2008, when they vacated the building and relocated their operations to San Pablo.

The Facility Lease was essentially a purchase agreement that provided title to the property would transfer to the County upon the final Facility Lease payment.

The County made its last payment to the property owner on May 31, 2010. The Facility Lease has been on month-to-month holdover since that time. In accordance with the Facility Lease, the property owner is to deliver a Grant Deed into escrow for the transfer of the properties to the County, and the County will pay transfer taxes, recording fees, the cost of title insurance, and escrow charges. The property owner has delivered the Grant Deed into escrow as required.

The building remains vacant, and County staff are working with the City of Richmond to renovate the building for occupancy by the West Contra Costa Family Justice Center.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not accept the Grant Deed to 256 24th Street in Richmond from Mr. Loo, and title to the property will not transfer to the County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 22, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Contra Costa County Office of Education

RECOMMENDATION(S):

Approve amendments to the Contra Costa County Office of Education's Conflict of Interest Code to substitute the attached as Exhibit A to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Office of Education has amended the List of Designated Positions for its conflict of interest code and submitted the revised List to the Board for approval pursuant to Government Code section 87306 and 87306.5. The List of designated positions has been revised to include new positions, delete positions, revise titles of existing positions, and assign positions to different disclosure categories. These changes are shown on the attached 'red-line' version of the List.

CONSEQUENCE OF NEGATIVE ACTION:

Conflict of Interest Code for the Contra Costa County Office of Education will not be amended pursuant to Government Code 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

Contact: Mary Ann Mason (925) 335-1800

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Renai Lovely

CHILDREN'S IMPACT STATEMENT:

None.

**Conflict of Interest
Disclosure Categories**

Designated Positions	Disclosure Categories
County Superintendent	1,2
Administrator, Student Programs	1,2
Administrator, Educational Services	1,2
Associate Superintendent, Business Services	1,2
Associate Superintendent, Educational Services	1,2
Associate Superintendent, Human Resources	1,2
Associate Superintendent, Students Programs & Services	1,2
Benefits Analyst	2
Board Members	1,2
Chief Communications Officer	1,2
Chief Technology Officer	1,2
CPIN English Learner Lead	1,2
Controller, Business Operations	1,2
Coordinator	1,2
CTAG, Grant & Network Support Specialist	1,2
Curriculum Consultant	2
Director I, AVID	1,2
Director I, CPIN	1,2
Director II, General Services	1,2
Director III, Educational Services	1,2
Director III, Adult Correctional Education and Court and Community-Martinez	1,2
Director III, Student Programs	1,2
District Support Analyst	2
Fiscal Oversight Manager	1,2
Fiscal Services Analyst	2
Manager, District Business Services	1,2
Manager, District Payroll Services	1,2
Manager, Educational Services	1,2
Manager, Events/Projects	1,2
Manager, Human Resources	1,2
Manager, Maintenance & Operations	1,2
Manager, Student Programs	1,2
Manager, Tech/Curriculum Integration	1,2
Manager, Technology Project	1,2
Network Engineer	2
Office Supervisor, Curriculum & Instruction	2
Principal, Adult Correctional Education	1,2
Principal, Student Programs	1,2
Professional Development Specialist, CTAG	1,2
Professional Development Specialist, Technology	1,2
Project Analyst, CDCR	2
Project Coordinator, CDCR	2
Project Manager, YDS	1,2
Specialist, Medi-Cal Admin. Activities	2
Supervisor, Accounting Services	2
Supervisor, Curriculum & Instruction	2
Supervisor, Maintenance and Operations	2
Supervisor, Medi-Cal Programs	2
Supervisor, Student Programs	2
Technology Coordinator, CDCR	2
Technology Specialist	1,2
Web/Data Projects Specialist	1,2
Consultants	

* The County Superintendent may determine in writing that a consultant is hired to perform a range of duties that is limited in scope and thus is not required to comply with disclosure requirements. The written determination is a public record and shall be retained for public inspection.

** It has been determined that the position listed below manage public investments and will file a statement of economic interests pursuant to Government Code section 87200:

~~Deputy Superintendent~~

Associate Superintendent, Business Services

2010 Local Agency Biennial Notice

Name of Agency: Contra Costa County Office of Education

Mailing Address: 77 Santa Barbara Rd., Pleasant Hill, CA 94523

Contact Person: Renai Lovely Office Phone No: 925-942-3489

E-mail: rlovely@cccoe.k12.ca.us Fax No: 925-942-3482

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☒ **An amendment is required. The following amendments are necessary:**
(Mark all that apply.)

- Include new positions (including consultants) that must be designated.
- Delete positions that manage public investments from the list of designated positions.
- Revise disclosure categories.
- Revise the titles of existing positions.
- Delete titles of positions that have been abolished.
- Other (describe) See replacement list attached

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.


Signature of Chief Executive Officer

9/28/10
Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

**Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, Room 106
Martinez, CA 94553**

PLEASE DO NOT RETURN THIS FORM TO THE FPCC.

**Conflict of Interest
Disclosure Categories**

Designated Positions	Disclosure Categories
County Superintendent	1,2
Administrator, Educational Services	1,2
Associate Superintendent, Business Services	1,2
Associate Superintendent, Educational Services	1,2
Associate Superintendent, Human Resources	1,2
Benefits Analyst	2
Board Members	1,2
Chief Communications Officer	1,2
Chief Technology Officer	1,2
Controller, Business Operations	1,2
Coordinator	1,2
CPIN English Learner Lead	2
Director I, CPIN	1,2
Director II, General Services	1,2
Director III, Adult Correctional Education and Court and Community-Mtz	1,2
Director III, Educational Services	1,2
Director III, Student Programs	1,2
Fiscal Services Analyst	2
Manager, District Payroll Services	1,2
Manager, Educational Services	1,2
Manager, Events/Projects	1,2
Manager, Human Resources	1,2
Manager, Maintenance & Operations	1,2
Manager, Student Programs	1,2
Manager, Tech/Curriculum Integration	1,2
Manager, Technology Project	1,2
Network Engineer	1,2
Principal, Adult Correctional Education	1,2
Principal, Student Programs	1,2
Project Analyst, CDCR	2
Project Coordinator, CDCR	2
Project Manager, YDS	1,2
Specialist, Instructional Technology	1,2
Supervisor, Accounting Services	2
Supervisor, Curriculum & Instruction	2
Supervisor, Maintenance and Operations	2
Supervisor, Medi-Cal Programs	2
Supervisor, Student Programs	2
Technology Coordinator, CDCR	2
Web Projects Specialist	1,2
Web/Data Systems Engineer	1,2

Consultants

* The County Superintendent may determine in writing that a consultant is hired to perform a range of duties that is limited in scope and thus is not required to comply with disclosure requirements. The written determination is a public record and shall be retained for public inspection.

** It has been determined that the position listed below manage public investments and will file a statement of economic interests pursuant to Government Code section 87200:

Associate Superintendent, Business Services

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 22, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Lafayette School District

RECOMMENDATION(S):

Approve amendment to the Lafayette School District's Conflict of Interest Code to substitute the attached as the Appendix to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Lafayette School District has amended the Appendix to its conflict of interest code and submitted the revised Appendix to the Board for approval pursuant to Government Code section 87306 and 87306.5. The list of designated positions has been revised to delete positions that have been abolished. These changes are shown on the attached 'red-line version of the Appendix.

CONSEQUENCE OF NEGATIVE ACTION:

The Lafayette School District will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

Contact: Mary Ann Mason (925) 335-1800

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Fred Brill, Superintendent, Lafayette School District

CHILDREN'S IMPACT STATEMENT:

None.

CONFLICT OF INTEREST

APPENDIX DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board members
Superintendent

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

2. Persons occupying the following positions are designated employees in Category 2:

Director
Principal
Assistant Principal
Operations Manager
~~Grounds Foreman~~ (position eliminated)
Supervisor of Network Services
Technology Coordinator

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
 - b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

Adopted: 7-13-76
Revised: 2-9-93, 6-25-96, 12-5-00 (BP 2410)
Revised: 9-14-04 (Renumbered to BB 9270)
Revised: 9-15-08
Revised: 9-15-10

CONFLICT OF INTEREST

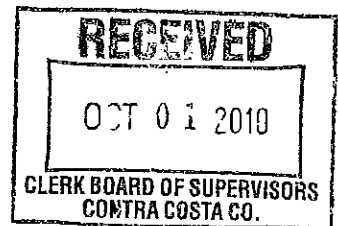
A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Legal Reference, next page

Adopted: 7-13-76
Revised: 2-9-93, 6-25-96, 12-5-00 (BP 2410)
Revised: 9-14-04 (Renumbered to BB 9270)
Revised: 9-15-08
Revised: 9-15-10



2010 Local Agency Biennial Notice

Name of Agency: Lafayette School District
Mailing Address: 3477 School Street, Lafayette, CA 94549
Contact Person: Fred Brill Office Phone No: 925-927-3502
E-mail: fbrill@lafsd.k12.ca.us Fax No: 925-284-1525

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that (Check one box):


☒ **An amendment is required. The following amendments are necessary:**
(Mark all that apply.)

- ☐ Include new positions (including consultants) that must be designated.
- ☐ Delete positions that manage public investments from the list of designated positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☒ Delete titles of positions that have been abolished.
- ☐ Other (describe) _____

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.



Signature of Chief Executive Officer

9-29-10

Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, Room 106
Martinez, CA 94553

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

CONFLICT OF INTEREST

APPENDIX DESIGNATED POSITIONS/DISCLOSURE CATEGORIES

1. Persons occupying the following positions are designated employees in Category 1:

Governing Board members
Superintendent

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
 - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the district

2. Persons occupying the following positions are designated employees in Category 2:

Director
Principal
Assistant Principal
Operations Manager
Supervisor of Network Services
Technology Coordinator

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

Adopted: 7-13-76
Revised: 2-9-93, 6-25-96, 12-5-00 (BP 2410)
Revised: 9-14-04 (Renumbered to BB 9270)
Revised: 9-15-08
Revised: 9-15-10

CONFLICT OF INTEREST

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation
- b. Adopt or enforce a law
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
- d. Authorize the district to enter into, modify or renew a contract that requires district approval
- e. Grant district approval to a contract or contract specifications which require district approval and in which the district is a party
- f. Grant district approval to a plan, design, report, study or similar item
- g. Adopt or grant district approval of district policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. (2 CCR 18701)

Legal Reference, next page

Adopted: 7-13-76
Revised: 2-9-93, 6-25-96, 12-5-00 (BP 2410)
Revised: 9-14-04 (Renumbered to BB 9270)
Revised: 9-15-08
Revised: 9-15-10

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 27, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Conservation and Development Department

RECOMMENDATION(S):

Approve amendment to the Conservation and Development Department's Conflict of Interest Code to substitute the attached as Exhibit A to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Conservation and Development Department has amended Exhibit A to its conflict of interest code and submitted the revised Exhibit to the Board for approval pursuant to Government Code section 87306 and 87306.5. The list of designated positions has been revised to incorporate appropriate designated positions from both the former Building Inspection and the former Community Development department codes.

CONSEQUENCE OF NEGATIVE ACTION:

The Department of Conservation and Development will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

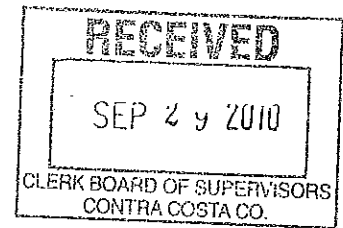
Contact: Mary Ann Mason (925) 335-1800

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Marjorie Koll

CHILDREN'S IMPACT STATEMENT:

None.



2010 Local Agency Biennial Notice

Name of Agency: Conservation and Development Department

Mailing Address: 651 Pine Street, 4th Floor, North Wing, Martinez, CA 94553

Contact Person: Marjorie Koll Office Phone No: 313-4335

E-mail: marjorie.koll@dcd.cccounty.us Fax No: 313-4300

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☒ **An amendment is required. The following amendments are necessary:**
(Mark all that apply.)

- ☐ Include new positions (including consultants) that must be designated.
- ☐ Delete positions that manage public investments from the list of designated positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished.
- ☒ Other (describe) Departments of Building Inspection and Community

Development were combined per Board Action in May 2008.

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.


Signature of Chief Executive Officer

9/28/2010
Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, Room 106
Martinez, CA 94553

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

EXHIBIT A

CONFLICT OF INTEREST – DESIGNATED POSITIONS

Conservation and Development:	Disclosure Category:
Accountant I, II, III	All
Accounting Technician	All
Administrative Analyst	All
Administrative Services Assistant II & III	All
Building Inspector I, II	All
Building Plan Checker I, II	All
Deputy Director of Conservation and Development (Building Inspection, Community Development, Redevelopment)	All
Director of Conservation and Development	All
Grading Inspector I, II	All
Info System Administrator III	All
Info System Technician II	All
Land Information Business Operation Manager	All
Lead Weatherization Home Repair Specialist	All
Neighborhood Preservation Program Manager	All
Neighborhood Preservation Program Specialist	All
Network Administrator II	All
Planning Technician I, II, III	All
Principal Building Inspector	All
Principal Planner (Level A & B)	All
Principal Structural Engineer	All
Redevelopment and Housing Technician I, II	All
Redevelopment Project Manager	All
Senior Building Inspector	All
Senior Building Plan Checker	All
Senior Grading Inspector	All
Senior Planning Technician	All
Senior Structural Engineer	All
Senior Transportation Planner	All
Structural Engineer	All
Supervising Accountant	All
Supervising Structural Engineer	All
Supervisor, Inspection Services	All
Transportation Planner	All
*Consultants	All

* The Department Head may determine that a particular consultant 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 code. The Department Head may make a determination on a case by case basis what disclosure, if any, is required for any particular consultant.

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 27, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Contra Costa County Library

RECOMMENDATION(S):

Approve amendments to the Contra Costa County Library's Conflict of Interest Code to substitute the attached as Exhibit A to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Library has amended the List of Designated Positions for its conflict of interest code and submitted the revised List to the Board for approval pursuant to Government Code section 87306 and 87306.5. The List of designated positions has been revised to include new positions, delete positions, revise titles of existing positions, and assign positions to different disclosure categories. These changes are shown on the attached 'red-line' version of the List.

CONSEQUENCE OF NEGATIVE ACTION:

The Library will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

Contact: Mary Ann Mason (925) 335-1800

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Corinne Kelly

CHILDREN'S IMPACT STATEMENT:

None.

PERSONNEL

CONFLICT OF INTEREST

Issued: January 1977
Revised: October 1998
Reformatted: August 2007
Revised Appendix "B" February 2009

APPENDIX "B"

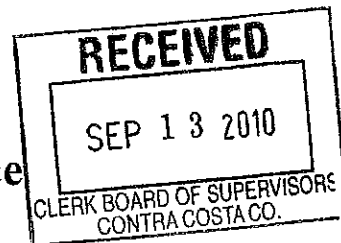
CONFLICT OF INTEREST CODE OF THE COUNTY LIBRARY OF CONTRA COSTA COUNTY

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

County Librarian	1
Assistant County Librarian	1
Administrative Services Officer (2)	1
Deputy County Librarians (3)	2
Information Systems Projects Manager	2
Central Library Manager	2
Library Reading & Literacy Manager	2
Library Collection Development & Technical Services Manager	2
Adult Library Literacy Program Manager - Director	2

2010 Local Agency Biennial Notice



Name of Agency: Library
Mailing Address: 1750 Oak Park Blvd. Pleasant Hill, CA 94523
Contact Person: Corinne Kelly Office Phone No: 925-646-6423
E-mail: lbadmin@ccclib.org Fax No: 925-646-6461

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☒ **An amendment is required. The following amendments are necessary:**
(Mark all that apply.)

- ☒ Include new positions (including consultants) that must be designated.
- ☐ Delete positions that manage public investments from the list of designated positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☒ Delete titles of positions that have been abolished.
- ☒ Other (describe) attached updated disclosure category

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.


Signature of Chief Executive Officer

9/7/2010
Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

**Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, Room 106
Martinez, CA 94553**

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

APPENDIX "B"

CONFLICT OF INTEREST CODE
OF THE
COUNTY LIBRARY OF CONTRA COSTA COUNTYDESIGNATED POSITIONSDISCLOSURE CATEGORY

County Librarian	1
Administrative Services Officer (2)	1
Deputy County Librarians (3)	2
Information Projects Manager	2
Library Reading and Literacy Manger	2
Library Collection Development & Technical Services Manager	2
Adult Literacy Program Manager	2

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 27, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Public Works Department

RECOMMENDATION(S):

Approve amendments to the Public Works Department Conflict of Interest Code to substitute the attached as Exhibit A to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Public Works Department has amended Exhibit A to its conflict of interest code and submitted the revised Exhibit to the Board for approval pursuant to Government Code section 87306 and 87306.5. The list of designated positions has been revised to include new positions and revise titles of existing positions. These changes are shown on the attached 'red-line' version of Exhibit A.

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

Contact: Mary Ann Mason (925) 335-1800

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Diane Favero, Public Works Department

CHILDREN'S IMPACT STATEMENT:

None.

EXHIBIT A

CONFLICT OF INTEREST – DESIGNATED POSITIONS

Public Works:

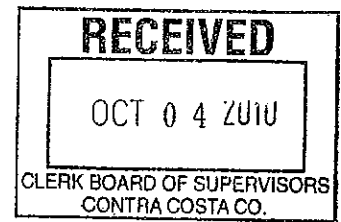
Disclosure Category:

Administrative Services Assistant II.....	All
Administrative Services Assistant III.....	All
Assistant County Surveyor.....	All
Assistant Director of Airports.....	All
Assistant Real Property Agent.....	All
Associate Civil Engineer.....	All
*County Surveyor.....	All
Deputy Public Works Director.....	All
Director of Airports.....	All
Engineer.....	All
Engineering Technician (Journey Level and above).....	All
Engineering Technician Supervisor – Construction.....	All
Engineering Technician Supervisor – Land Surveyor.....	All
Engineering Technician Supervisor – M&T Lab.....	All
Environmental Planner.....	All
Principal Real Property Agent.....	All
Public Works Chief of Administrative Services.....	All
Public Works Director.....	All
Public Works Field Operations Manager.....	All
Public Works Fiscal Officer Chief of Administrative Services	All
Public Works Maintenance Coordinator.....	All
Public Works Maintenance Superintendent.....	All
Public Works Maintenance Supervisor.....	All
Senior Civil Engineer.....	All
Senior Hydrologist.....	All
*Senior Land Surveyor.....	All
Senior Real Property Agent.....	All
Stormwater Pollution Control Manager.....	All
Stormwater Pollution Control Planning Specialist.....	All
Supervising Civil Engineer.....	All
Supervising Real Property Agent.....	All
Vegetation Management Supervisor.....	All
*Consultants.....	All

*The Department Head may determine that a particular consultant is hired to perform a range that is limited in scope and thus is not required to fully comply with the disclosure requirements in this code. The Department Head may make a determination on a case-by-case basis what disclosure, if any, is required for any particular consultant.

***Added positions**

BMB:df
G:\GrpData\Admin\Michele\Conflict of Interest\Exhibit A.doc
Revised 10/20/2010



2010 Local Agency Biennial Notice

Name of Agency: Public Works Department
Mailing Address: 255 Glacier Drive, Martinez, CA 94553
Contact Person: DIANE FAVERO Office Phone No: 313-2340
E-mail: dfave@pw.cccounty.us Fax No: 313-2333

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☒ **An amendment is required. The following amendments are necessary:**
(Mark all that apply.)

- Include new positions (including consultants) that must be designated. *(see attached)*
- Delete positions that manage public investments from the list of designated positions.
- Revise disclosure categories.
- Revise the titles of existing positions.
- Delete titles of positions that have been abolished.
- Other (describe) _____

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.


Signature of Chief Executive Officer

9/30/10
Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, Room 106
Martinez, CA 94553

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

The two positions that need to be added are:

Public Works:

County Surveyor
Senior Land Surveyor

Disclosure Category:

All
All

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 27, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Antioch Unified School District

RECOMMENDATION(S):

Approve amendments to the Antioch Unified School District's Conflict of Interest Code to substitute the attached as Appendix A to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Antioch Unified School District has amended Appendix A (list of designated positions) to its conflict of interest code and submitted the revised Appendix to the Board for approval pursuant to Government Code section 87306 and 87306.5. The list of designated positions has been revised to delete positions that have been abolished. These changes are shown on the attached 'red-line' version of Appendix.

CONSEQUENCE OF NEGATIVE ACTION:

The Antioch Unified School District will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

Contact: Mary Ann Mason (925) 335-1800

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Sharon Houdashelt, Operations Manager, AUD

CHILDREN'S IMPACT STATEMENT:

None.

APPENDIX A
TO THE CONFLICT OF INTEREST CODE
OF THE
ANTIOCH UNIFIED SCHOOL DISTRICT
OF CONTRA COSTA COUNTY

<u>Designated Positions</u>	<u>Disclosure</u>
Superintendent	1 & 2
Chief Business Official	1 & 2
Human Resources Officer	1 & 2
Assistant/Associate Superintendent	1 & 2
Executive Director	2
Director	2
Assistant Director	2
Coordinator	2
Principal	2
Vice Principal	2
Consultant	1 & 2
Administrator - High School Reform	2

Designated Positions

The persons holding positions listed in this Appendix are designated employees. A designated employee is an officer, employee, member or consultant of an agency whose position is designated in the Code because the position entails the making or participation in the making of governmental decisions which may foreseeably have a material effect on any financial interests.

Consultants are designated employees who must disclose financial interests as determined by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure required based upon that description. All such determinations are public records and shall be retained for public inspection along with this Conflict of Interest Code.

Disclosure Categories

Disclosure is required of types of investments, interests in real property, sources of income and business positions that designated positions may affect in their decision making.

Designated Employees in Disclosure Category "1" Must Report:

a. All investments, business positions, and income, including gifts, loans and travel payments, from sources located in or doing business in the district.

b. Interests in real property located entirely or partly within district boundaries or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Designated Employees in Disclosure Category "2" Must Report:

All investments, business positions and income, including gifts, loans and travel payments from sources which:

a. Are contractors or subcontractors that are, or have been within the past two years, engaged in work or services of the type used by the department which the designated person manages or directs, or

b. Manufacture or sell supplies, books, machinery or equipment, including training or consulting services, of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Although listed below, the following positions do not fall within the category of designated employees because they manage public investments and will file statements pursuant to Government Code section 87200 et seq.:

Members of the Board of Education

Effective Date:

Revision Date(s): 1/13/10, 8/13/08, 2/13/08, 2/28/07, 9/13/06,
1/12/05, 12/11/02, 12/8/98, 3/27/96

RECEIVED

SEP 15 2010

CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

2010 Local Agency Biennial Notice

Name of Agency: Antioch Unified School District
Mailing Address: 510 G Street, Antioch, CA 94509
Contact Person: Sharon Houdasheft Office Phone No: 925-776-2022
E-mail: sharonhoudasheft@antioch.k12.ca.us Fax No: 925-706-0628

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☒ **An amendment is required. The following amendments are necessary:**
(Mark all that apply.)

- ☐ Include new positions (including consultants) that must be designated.
- ☐ Delete positions that manage public investments from the list of designated positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☒ Delete titles of positions that have been abolished.
- ☐ Other (describe) _____

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.


Signature of Chief Executive Officer

9/10/10
Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, Room 106
Martinez, CA 94553

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 27, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the San Ramon Valley Unified School District

RECOMMENDATION(S):

Approve amendments to the San Ramon Valley Unified School District's Conflict of Interest Code to substitute the attached as Exhibit A to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The San Ramon Valley Unified School District has amended the List of Designated Positions for its conflict of interest code and submitted the revised List to the Board for approval pursuant to Government Code section 87306 and 87306.5. The List of designated positions has been revised to include new positions, delete positions and revise titles of existing positions. These changes are shown on the attached 'red-line' version of the List.

CONSEQUENCE OF NEGATIVE ACTION:

The San Ramon Valley Unified School District will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

Contact: Mary Ann Mason (925) 335-1800

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Jessica Romeo, San Ramon Valley USD

CHILDREN'S IMPACT STATEMENT:

None.

EXHIBIT A
Revised September, 2010

<u>Designated Position</u>	<u>Disclosure Category</u>
Assistant Principal	2
Assistant Superintendent	1 and 2
Board of Education Members	1 and 2
Buyer	1 and 2
Construction Technician	2
Controller	1 and 2
Coordinator, Public Information <u>Community Relations</u>	2
Coordinator, Assessment	2
Coordinator, Grants	3 (P)
Coordinator, Math/Science	2
Coordinator, Special Education	2
Deputy Superintendent	1 and 2
Director II, Maintenance & Grounds	2
Director IV, Manager Custodial Services/Child Nutrition	3 (J, K)
Director IV, Transportation	2
Director, Categorical Programs	2
Director, Certificated Personnel	2
Director, Classified Personnel	2
Director, Curriculum/Staff Development	2
Director, Facilities Development	2
<u>Director, Fiscal Services</u> Budget	1 and 2
Director, Purchasing, Warehousing & Reprographics	1 and 2
Director, Secondary Education	2
Director, Special Programs	2
Director, Student Services	2
Director, Technology	2
Facility	
Head Operations Mechanic	3 (N)
Manager, Custodial Operations	3 (N)
<u>Manager, Accounting & Payroll</u>	1 and 2
Manager, Child Nutrition (under Marriott Contract)	2
<u>Manager Supervisor, Management Information Systems</u>	3 (L, M)
<u>Manager Supervisor, Systems Administration & Technical Support</u>	3 (L, M)
Principal	2
<u>Program Supervisor, Special Education</u>	2

Purchasing Assistant	1 and 2
Senior Accountant	2
<u>Senior Director</u>	2
<u>Senior Planning & Development Manager</u>	2
Senior Project Manager	2
SIP Program Manager, High School	2
<u>Special Needs Liaison</u>	2
Superintendent	1 and 2

RECEIVED

OCT 13 2010

CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

2010 Local Agency Biennial Notice

Name of Agency: SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
Mailing Address: 699 OLD ORCHARD DRIVE DANVILLE CA 94526
Contact Person: JESSICA ROMEO Office Phone No: 925 552-2923
E-mail: jromeo@srvusd.net Fax No: 925 552 5092

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

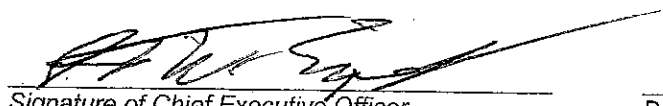
☒ **An amendment is required. The following amendments are necessary:**
(Mark all that apply.)

- ☐ Include new positions (including consultants) that must be designated.
- ☐ Delete positions that manage public investments from the list of designated positions.
- ☐ Revise disclosure categories.
- ☒ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished.
- ☐ Other (describe) _____

☐ **No amendment is required.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.


Signature of Chief Executive Officer

Date

10/8/10

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2010**, to:

Clerk of the Board of Supervisors
Contra Costa County
651 Pine Street, Room 106
Martinez, CA 94553

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: December 27, 2010



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Mt. View Sanitary District

RECOMMENDATION(S):

Approve amendments to the Mt. View Sanitary District's Conflict of Interest Code to substitute the attached as Appendix A to said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Mt. View Sanitary District has amended Appendix A to its conflict of interest code and submitted the revised Appendix to the Board for approval pursuant to Government Code section 87306 and 87306.5. The list of designated positions has been revised to include new positions, delete positions, and revise titles of existing positions. These changes are shown on the attached 'red-line' version of Appendix A.

CONSEQUENCE OF NEGATIVE ACTION:

The Mt. Diablo Sanitary District will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

Contact: Mary Ann Mason (925) 335-1800

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Sheri Riddle

CHILDREN'S IMPACT STATEMENT:

None.

APPENDIX "A"
ORDINANCE NO. 2010-XX104
MVSD CONFLICT OF INTEREST CODE

<u>Position</u>	<u>Disclosure Category</u>
(a) Director (includes President <u>and Vice President</u>)	All categories
(b) District Manager	All categories
(c) Assistant District Manager	All categories
<u>(d) SSMP/District Maintenance Coordinator</u>	<u>All categories</u>
(d) Operations Manager	All categories
(e) Office <u>Administrator</u>	<u>All categories</u> Manager
<u>(f) -and Board Secretary</u>	All categories
(g) Communications/Wetlands Fieldtrip Coordinator Senior Administrative Assistant Categories B, C & D	
(g) Administrative Assistant	Categories B, C & D
(h) Project Coordinator	Categories B, C & D
(i) Engineer	All categories
(j) Attorney <u>Legal Counsel</u>	All categories
(k) Assistant <u>Legal Counsel</u> Attorney	All categories
(l) Pollution Prevention Coordinator	Categories B, C & D
(m) Senior Operator <u>Wastewater Operations Superintendant</u>	Categories B, C & D
(n) Consultant*	All categories*
(o) Technical Services Director	All categories
(p) Technical Services Manager <u>Executive Assistant/Management Analyst</u>	All categories
(q) Aquatic Biologist/Analyst <u>District Biologist</u>	All categories

- | | | | |
|--|-------------------|--|---------------------|
| | (fg) | Lead Lab Analyst <u>District Chemist</u> | Categories B, C & D |
| | (sr) | Accounting Technician | Categories B, C & D |

*The District Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The District Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

| JDAMVSDApp-A

ORDINANCE NO. 2010-104
(GENERAL REGULATION NO. 104)

AN ORDINANCE OF THE BOARD OF DIRECTORS OF MT. VIEW SANITARY
DISTRICT ADOPTING GENERAL REGULATION NO. 104 AMENDING THE
CONFLICT OF INTEREST CODE FOR THE DISTRICT

WHEREAS, by way of Ordinance 2000-79 (General Regulation No 79) adopted October 12, 2000, a new Conflict of Interest Code for the District was enacted; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2002-83 (General Regulation No. 83), adopted March 14, 2002; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance 2002-85 (General Regulation No. 85), adopted October 10, 2002; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2005-89 (General Regulation No. 89), adopted May 12, 2005; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2006-92 (General Regulation No. 92) adopted August 14, 2006; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2008-96 (General Regulation No. 96) adopted July 10, 2008; and

WHEREAS, at its July 8, 2010 meeting, the District Board of Directors reclassified the position of Senior Wastewater Operator to Wastewater Operations Supervisor; and

WHEREAS, at its August 12, 2010 meeting, the District Board of Directors established and authorized the positions of Communications/ Wetlands Fieldtrip Coordinator, District Biologist, District Chemist, Executive Assistant/Management Analyst, and SSMP/District

Maintenance Coordinator; and eliminated the positions of Lead Lab Analyst, Senior Administrative Assistant, Operations Manager, and Technical Service Manager; and

WHEREAS, at its October 21, 2010 meeting, the District Board of Directors changed the title of the Office Manager to Office Administrator, and

WHEREAS, the District does not have approved job descriptions nor authorized positions for the positions of Pollution Prevention Coordinator and Project Coordinator, and

WHEREAS, it has been determined that the District's Conflict of Interest Code requires amendment to add and delete the aforementioned positions as applicable, and

WHEREAS, at its October 21, 2010 meeting, the Board ratified the timely transmission of correspondence to the Contra Costa County Clerk of the Board of Supervisors regarding the anticipated amendment of the Conflict of Interest Code for the Mt. View Sanitary District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MT. VIEW SANITARY DISTRICT DOES ORDAIN AS FOLLOWS:

Section 1. The positions of Wastewater Operations Supervisor, Communications/Environmental Education Coordinator, District Biologist, District Chemist Executive Assistant/Management Analyst, SSMP/District Maintenance Coordinator, and Office Administrator and Board Secretary are added to Appendix "A" of the District's Conflict of Interest Code and the positions of Senior Wastewater Operator, Lead Lab Analyst, Sr. Administrative Assistant, Operations Manager, Office Manager, Pollution Prevention Coordinator, Project Coordinator, and Technical Services Manager are deleted. The revised

Appendix "A" is attached hereto and made a part hereof. The Wastewater Operations Supervisor, Communications/Environmental Education Coordinator, District Biologist, District Chemist, Executive Assistant/Management Analyst, SSMP/District Maintenance Coordinator, and Office Administrator shall file statements of economic interest in conformance with the disclosure categories applicable to said position. The disclosure categories are more particularly described in Appendix "B" to Ordinance 2000-79.

Section 2. All provisions of Ordinance 2000-79 are hereby declared applicable to the positions of Wastewater Operations Supervisor, Communications/Environmental Education Coordinator, District Biologist, District Chemist, Executive Assistant/Management Analyst, SSMP/District Maintenance Coordinator, and Office Administrator.

Section 3. Upon its adoption, the Board Secretary is directed to forward a certified copy of this Ordinance to the Clerk of the Board of Supervisors and the County Administrator of Contra Costa County.

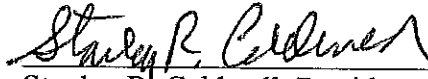
Section 4. Except as amended, Ordinance 2000-79 remains in full force and effect.

Section 5. Copies of this Ordinance and General Regulation shall be entered in the Minutes of the District Board, posted by the Board Secretary in at least 3 public places in the District and published in accordance with California Health and Safety Code Section 6490. The effective date of the Ordinance and General Regulation shall be upon expiration of the week following publication and posting.

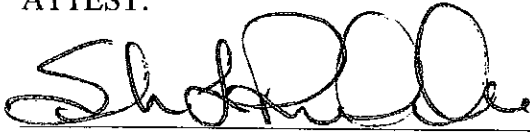
THE FOREGOING ORDINANCE was regularly moved, seconded, passed and adopted and ordered published in accordance with Health & Safety Code Section 6490 at an adjourned regular

meeting of the District Board of Mt. View Sanitary District held on November 15, 2010, by the following vote:

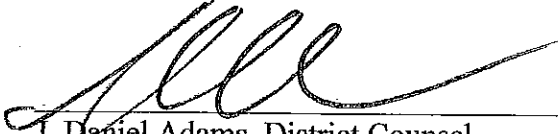
AYES:	Directors Maggi and Williams, Vice President Schaal and President Caldwell
NOES:	None
ABSENT:	Director Pyka
ABSTAIN:	None


Stanley R. Caldwell, President
Mt. View Sanitary District

ATTEST:


Sheri L. Riddle, Secretary

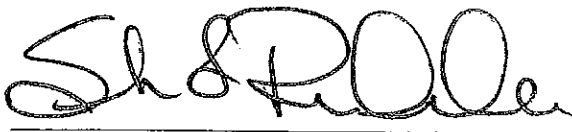
APPROVED AS TO FORM:


J. Daniel Adams, District Counsel

APPROVED AS TO ADMINISTRATION


Michael D. Roe, District Manager

I hereby certify that the foregoing Ordinance was duly passed, enacted and ordered published and posted at an adjourned regular meeting of the Board of Directors of the Mt. View Sanitary District held on November 15, 2010.


Sheri L. Riddle, Secretary

APPENDIX "A"
ORDINANCE NO. 2010-104
MVSD CONFLICT OF INTEREST CODE

<u>Position</u>	<u>Disclosure Category</u>
(a) Director (includes President and Vice President)	All categories
(b) District Manager	All categories
(c) Assistant District Manager	All categories
(d) SSMP/District Maintenance Coordinator	All categories
(e) Office Administrator	All categories
(f) Board Secretary	All categories
(g) Communications/Wetlands Fieldtrip Coordinator	Categories B, C & D
(h) Administrative Assistant	Categories B, C & D
(i) Engineer	All categories
(j) Legal Counsel	All categories
(k) Assistant Legal Counsel	All categories
(l) Wastewater Operations Superintendant	Categories B, C & D
(m) Consultant*	All categories*
(n) Technical Services Director	All categories
(o) Executive Assistant/Management Analyst	All categories
(p) District Biologist	All categories
(q) District Chemist	Categories B, C & D
(r) Accounting Technician	Categories B, C & D

*The District Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The District Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

SECRETARY'S CERTIFICATE

I, Sheri L. Riddle, Secretary to the Mt. View Sanitary District, do hereby certify as follows:

The foregoing is a full, true, and correct copy of an ordinance duly adopted at an adjourned regular meeting of the Board of Directors of said District, duly and regularly and legally held at the regular meeting place thereof on November 15, 2010, of which meeting all of the members of said Board had due notice and at which a majority thereof was present.

At said meeting said ordinance was upon motion duly seconded and adopted by the vote as therein set forth.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said ordinance is duly entered of record in the minutes and the foregoing is a full, true and correct copy of the original ordinance adopted at said meeting and entered in said minutes.

Said ordinance has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: November 16, 2010

A handwritten signature in black ink, appearing to read 'Sh L Riddle', written over a horizontal line.

SHERI L RIDDLE, SECRETARY OF THE
DISTRICT BOARD OF MT. VIEW SANITARY
DISTRICT, COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 27, 2010



**Contra
Costa
County**

Subject: Purchase Order - Clean Source

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase change order with Clean Source to extend the termination date from January 31, 2011 to January 31, 2012 and increase the payment limit by \$200,000 to a new payment limit of \$905,000 for miscellaneous janitorial supplies as needed within the County's detention facilities.

FISCAL IMPACT:

\$200,000. 100% General Fund; Budgeted

BACKGROUND:

Clean Source provides custodial products, items and supplies as needed for the County detention facilities. They also repair and service janitorial equipment that is proprietary to the detention facilities.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office may not have access to this vendor in times when they have the most best pricing on janitorial supplies.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Frank Scudero, 335-1529

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Frank Scudero, Tim Ewell, Joyce Buendia

CHILDREN'S IMPACT STATEMENT:

No impact.

To: Board of Supervisors

From: Michael J. Lango, General Services Director

Date: December 29, 2010



**Contra
Costa
County**

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and **AUTHORIZE** the Purchasing Agent, or designee, to dispose of vehicles no longer needed for public use as recommended by the General Services Director.

FISCAL IMPACT:

There is no fiscal impact associated with approval of recommended action.

BACKGROUND:

Section 1108-2.212 of the County Ordinance code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

CONSEQUENCE OF NEGATIVE ACTION:

General Services would not be able to dispose of the surplus vehicles.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: Michael Lango 925-313-7120

Supervisors

By: , Deputy

cc: GSD-Administration, GSD-Accounting, GSD-Fleet, Auditor Controller, County Administrator,
GSD-Purchasing, GSD-Surplus

ATTACHMENT TO BOARD ORDER

Department	Description/Unit/Make/Model	Serial No.	Condition
			A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
Health Services	2000 Chevy #0407 (70135 Miles)	1G1ND52J9Y6228271	C
Health Services	2001 Ford #0494 (70650 Miles)	1FAFP52U31A225971	D
General Services	1998 Ford #4495 (91296 Miles)	1FTRE14LXWHB53627	B
General Services	2003 Ford #5555 (155471 Miles)	1FDWX36SX2ED13929	B
General Services	2000 Chevy #0444 (40308 Miles)	1G1ND52JXY6296479	C
Probation	1998 Ford #4503 (84856 Miles)	1FBNE31L3WHC11029	B
Sheriff	2007 Ford #2745 (93400 Miles)	2FAFP71W47X105823	B
Sheriff	2005 Ford #2535 (102536 Miles)	2FAFP71W95X147773	C
Sheriff	2004 Ford #2413 (89314 Miles)	2FAFP1W84X132325	B

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 29, 2010



**Contra
Costa
County**

Subject: Purchase Order - Allen Packaging

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Allen Packaging Company in the amount of \$125,000 to provide "Seal-a-Meal" food trays for adult detention facilities countywide.

FISCAL IMPACT:

\$125,000; 100% County General Fund, Budgeted.

BACKGROUND:

Allen Packaging supplies packaging equipment and supplies used for the "Seal-a-Meal" food production system located at the West County Detention Facility (WCDF). The production kitchen provides food for all adult detention facilities and two homeless shelters. This central production system at WCDF has increased efficiency and substantially reduced costs associated with delivering meal services to inmates.

CONSEQUENCE OF NEGATIVE ACTION:

Trays required to complete food production will not be available delaying or stopping the food production system.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Frank Scudero, 925-335-1529

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Frank Scudero, Joyce Buendia

CHILDREN'S IMPACT STATEMENT:

No impact.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: December 30, 2010



**Contra
Costa
County**

Subject: Purchase Order - Outdoor Outfits

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase change order with Outdoor Outfits, to extend the termination date from November 30, 2010 to November 30, 2012 and increase the payment limit by \$36,033 to a new payment limit of \$149,370 for rain gear products.

FISCAL IMPACT:

\$36,033. 100% Office of Traffic Safety (OTS) Raincoat Reimbursement revenue.

BACKGROUND:

On November 8, 2007 the Law Enforcement Training Center evaluated the three sets of rain gear products submitted by vendors. The products were evaluated on their ability to meet the required specifications and water resistant properties. Each products was successful in fulfilling the requirements as stated by the training center. With each product being equal, the deciding factor is pecuniary. The lowest bidder, Outdoor Outfits, provided an adequate product that both meets the training center's needs and is financially beneficial. This increase in the purchase order is specifically to purchase 150 additional rain gear jackets and pants. The original purchase order was for \$113,337, this increase of \$36,033 will bring the total of the purchase order to \$149,370.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Frank Scudero, 925-335-1529

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Frank Scudero, Tim Ewell, Melissa Lanway

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will not be able to provide proper rain gear to field staff.

CHILDREN'S IMPACT STATEMENT:

No impact.

To: Board of Supervisors

From: Mary N. Piepho, District III Supervisor

Date: January 4, 2011



**Contra
Costa
County**

Subject: In the Matter of Recognizing the Honorable Susan McNulty Rainey and Her Distinguished Record of Leadership

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Jen Quallick, 925-820-8683

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and Clerk
of the Board of
Supervisors

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2011/20

**IN THE MATTER OF RECOGNIZING THE HONORABLE SUSAN McNULTY RAINEY AND HER
DISTINGUISHED RECORD OF LEADERSHIP**

WHEREAS, The Honorable Susan McNulty Rainey is completing her term on the Walnut Creek City Council following more than a decade of dedicated and responsible service; and
WHEREAS, Susan McNulty Rainey joined the Walnut Creek City Council in 1997 and has loyally served her community for the past 13 years, working diligently to address the concerns and needs of the City's residents; and
WHEREAS, During her tenure on the Walnut Creek City Council, Susan McNulty Rainey has provided guidance and leadership as Mayor in 2001-2002, 2006-2007, and 2009-2010, and in this role, she has become renowned for her superb ability to work with a diverse community of people prompting solutions to the many challenges that face a community; and
WHEREAS, Deeply involved in her community, Susan McNulty Rainey has volunteered on behalf of the Boy Scouts of America, Girl Scouts of the USA, Moraga Junior Women's Association, American Cancer Society, American Heart Association, and Battered Women's Alternatives, and she has served on the Corporate Advisory Board for Saint Mary's College of California, School of Education, since 1992 and has been elected to the Saint Mary's Board of Regents; and
WHEREAS, A fine example of a civic-minded citizen, Susan McNulty Rainey served as an elected director and District Board President of the Central Contra Costa Sanitary District, founded and served as President of the Contra Costa Sewer and Water Agency, was Second Vice President of the California Association of Sanitation Agencies, held a 14-year membership with and served as Board Chair of the Contra Costa County Local Agency Formation Commission, and distinguished herself as Chair of the California Association of Local Agency Formation Commission; and
WHEREAS, In addition, Susan McNulty Rainey served as chair of the Contra Costa County Mayor's Conference and the Contra Costa Special District Association, has worked with the Contra Costa Integrated Waste Management Local Task Force and the Central Contra Costa Solid Waste Authority, served as Special District Representative to the Contra Costa County Charter Commission, and has held a longtime membership with the Contra Costa Council; and
WHEREAS, A leader in every sense of the word, a forward thinker and advocate for better understanding among people, Susan McNulty Rainey has won the praise and admiration of the many communities she has served; and
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors recognizes the talents, dedication and professionalism of Susan McNulty Rainey and the positive impacts of her work over her many years of service to her communities.

GAYLE B. UILKEMA

Chair,
District II Supervisor

JOHN GIOIA

District I Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 18, 2011

David J. Twa,

By: _____, Deputy

To: Board of Supervisors

From: INTERNAL OPERATIONS COMMITTEE

Date: January 5, 2011



**Contra
Costa
County**

Subject: Fleet Internal Service Fund FY 2009-10 Report

RECOMMENDATION(S):

Accept the Fleet Internal Service Fund report for FY 2009-10 as recommended by the Internal Operations Committee.

FISCAL IMPACT:

None.

BACKGROUND:

The Board of Supervisors approved implementation of a Fleet Internal Service Fund (Fund 150100) as part of the FY 2008-09 budget as a method to ensure stable and long-term vehicle replacement funding. The Fleet ISF was initially funded with \$3.6 million from accumulated vehicle depreciation.

ISF Rate Structure

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

Contact: Mike Lango-313-7100

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

There are three components to recover vehicle operation costs in the Fleet ISF: 1) Departments are charged actual costs for fuel; 2) a variable cost based on mileage to cover maintenance and repair costs; and, 3) a fixed cost to cover insurance, fleet overhead, and vehicle depreciation/replacement.

During FY 2009-10, the budgeted variable and fixed charges for ISF vehicles were \$6,144,477. The actual costs for ISF vehicles were \$5,697,850, a difference of \$446,627. The estimated variable and fixed costs are adjusted each year to develop ISF rates as close to actual costs as possible for each class of vehicle. Accordingly, the FY 2010-11 ISF vehicle rates have decreased as shown on the ISF rate schedule (Attachment C).

The Fleet ISF continues to achieve the primary goals and objectives of maintaining a high-quality fleet at the lowest possible cost. The Fleet Services Division of the General Services Department continues to monitor vehicle use to optimize new vehicle acquisition and better utilize existing vehicle assets consistent with departmental needs and requirements. Please reference Attachments A, B, C and D.

The projected ISF Fund Balance for FY 2010-11 is \$9,283,218. There are 41 fewer vehicles in the Fleet ISF than when the ISF was initiated in 2008.

Fleet ISF Goals and Objectives

- Improve planning/focus on long-term stability of the County's vehicle assets
- Manage and maintain vehicles as County assets as opposed to department assets
- Maintain a newer fleet and improve vehicle availability and use
- Reduce administrative costs by reducing appropriation adjustments and requisitions
- Establish and maintain stable vehicle replacement funding
- Increase resale value of surplus vehicles

Highlights

- 798 vehicles in the ISF (320 sedans, 112 patrol vehicles, and 366 trucks/vans)
- The Sheriff received 56 new vehicles (28 patrol vehicles)
- Vehicles were ordered and put into service earlier in the budget year
- ISF rates will decrease in FY 2010-11

CONSEQUENCE OF NEGATIVE ACTION:

None.

CHILDREN'S IMPACT STATEMENT:

None.

Fleet Internal Service Fund Vehicle Expenses by Department

Agency	2008/09 Actual				2009/10 Actual				2010/11 Budget			
	# of Vehicles Replaced	Purchase Cost	# of Units	Operating Expenses w/o Fuel	# of Vehicles Replaced	Purchase Cost	# of Units	Operating Expenses w/o Fuel	# of Vehicles Replaced	Purchase Cost	# of Units	Operating Expenses w/o Fuel
Agriculture	4	\$ 93,379	54	\$ 285,345	6	\$ 134,848	54	\$ 300,815	2	\$ 34,234	53	\$ 242,349
Animal Services	-	-	34	283,518	2	85,790	34	264,987	8	346,424	33	303,587
Assessor	-	-	2	13,687	-	-	2	14,089	-	-	2	9,713
CAO (Doit)	-	-	19	124,099	2	52,570	20	127,388	-	-	20	81,297
Co-op Extension	-	-	3	17,470	1	17,045	2	12,095	-	-	3	11,567
District Attorney	2	54,961	28	206,936	1	27,053	23	190,434	6	163,080	25	152,423
Elections	-	-	1	4,871	-	-	1	4,579	-	-	1	3,187
Employment & Human Services	5	126,068	57	349,383	2	54,105	57	324,294	2	46,982	55	208,585
Fleet Pool	4	99,582	37	230,089	-	-	28	191,495	3	76,353	33	123,011
General Services Department	3	104,613	111	741,364	5	114,130	101	688,225	19	522,879	104	491,295
Health Services	10	237,777	90	511,263	4	88,195	92	551,551	8	195,552	89	376,069
Housing Rehabilitation	-	-	1	5,668	1	17,045	1	5,192	-	-	1	5,717
Insurance & Risk Management	-	-	3	19,073	-	-	3	19,915	-	-	3	13,298
Probation	2	52,906	53	324,834	6	156,037	51	300,104	4	100,653	52	209,762
Public Defender	2	50,852	12	94,617	2	54,105	13	94,935	2	52,631	11	59,410
Public Works	4	110,084	42	260,967	2	50,093	40	228,567	-	-	42	196,511
Sheriff/OES	72	1,953,798	292	2,544,525	56	1,379,696	276	2,379,186	15	377,206	271	2,366,391
Total General Fund	108	\$ 2,894,020	839	\$ 6,017,710	90	\$ 2,230,714	798	\$ 5,697,850	69	\$ 1,915,994	798	\$ 4,854,172

Fleet Internal Service Fund Vehicle Replacements by Department

Agency	2008/09 Actual		2009/10 Actual		2010/11 Budget		Comment
	# of Vehicles Replaced	Purchase Cost	# of Vehicles Replaced	Purchase Cost	# of Vehicles to be Replaced	Estimated Purchase Cost	
Agriculture	4	93,379	6	134,848	2	34,234	
Animal Services	-	-	2	85,790	8	346,424	10/7/10 Not all to be replaced per Animal Services-- they are reviewing staffing & fleet size.
Assessor	-	-	-	-	-	-	
CAO (Dolt)	-	-	2	52,570	-	-	
Co-op Extension	-	-	1	17,045	-	-	
District Attorney	2	54,961	1	27,053	6	163,080	
Elections	-	-	-	-	-	-	
Employment & Human Services	5	126,068	2	54,105	2	46,982	
Fleet Pool	4	99,582	-	-	3	76,353	
General Services Department	3	104,613	5	114,130	19	522,879	GSD deferred replacing vehicles in FY08/09 and FY09/10.
Health Services	10	237,777	4	88,195	8	195,552	
Housing Rehabilitation	-	-	1	17,045	-	-	
Insurance & Risk Management	-	-	-	-	-	-	
Probation	2	52,906	6	156,037	4	100,653	
Public Defender	2	50,852	2	54,105	2	52,631	
Public Works	4	110,084	2	50,093	-	-	
Sheriff/OES	72	1,953,798	56	1,379,696	15	377,206	
Total General Fund	108	\$ 2,884,020	90	\$ 2,230,714	69	\$ 1,915,994	

Fleet Internal Service Fund Rates

Category	FY2009/10 Rates		FY2010/11 Rates		Diff	
	Monthly Rate	Mileage Charge	Monthly Rate	Mileage Charge	Monthly Rate	Mileage Charge
ISF-Sedan	\$ 414.92	\$ 0.172	\$ 250.50	\$ 0.161	-39.6%	-6.3%
ISF-Cargo Van	419.17	0.290	220.83	0.236	-47.3%	-18.8%
ISF-Passenger Van	338.92	0.220	200.42	0.214	-40.9%	-2.8%
ISF-Patrol	526.92	0.349	754.33	0.363	43.2%	4.0%
ISF-Sports Utility Vehicle	455.42	0.227	309.00	0.208	-32.2%	-8.5%
ISF-Truck, Compact	244.42	0.227	211.42	0.248	-13.5%	9.3%
ISF-Truck, Fullsize	356.42	0.176	246.58	0.175	-30.8%	-0.5%
ISF-Truck, Utility	409.67	0.291	478.58	0.305	16.8%	4.8%

*Note: The monthly rate for patrol vehicles increased due to the depreciation expense associated with new vehicles. More patrol vehicles have been replaced each year than any other vehicle class and each of the new patrol vehicles is being depreciated.

Fleet Internal Services Fund Balance FY2009/10

Fund Balance 7/1/09 \$ 7,872,461

Expenses:

Salaries & Benefits	\$ 1,219,193	
Services and Supplies, Other Charges	6,776,201	
Depreciation	1,389,590	
Total Expenses		9,384,983

Revenues:

Charges for services	\$ 10,515,270	
Transfers In/Out	(78,442)	
State and Federal Grants	80,246	
Sale of Surplus Vehicles	273,799	
Indemnifying Proceeds (Accidents)	4,866	
Total Revenue		10,795,740

Fund Balance 6/30/10 \$ 9,283,218

To: Board of Supervisors

From: Sharon L. Anderson, County Counsel

Date: January 5, 2011



**Contra
Costa
County**

Subject: Conflict of Interest Code of the Town of Discovery Bay Community Services District

RECOMMENDATION(S):

Approve amendments to the Town of Discovery Bay Community Services District Conflict of Interest Code to substitute the attached as said code.

FISCAL IMPACT:

None.

BACKGROUND:

The Town of Discovery Bay Community Services District has amended its code and submitted the amended code to the Board for approval pursuant to Government Code section 87306 and 87306.5. The District has adopted the Fair Political Practices Commission model conflict of interest code. The District has revised its list of designated positions to include new positions and delete positions. Also, disclosure categories have been updated to reference the Community Services District's name. These changes are shown on the attached 'red-line' version of the code.

CONSEQUENCE OF NEGATIVE ACTION:

The Town of Discovery Bay Community Services District will not be in compliance with Government Code section 87306 and 87306.5.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

Contact: Mary Ann Mason (925) 335-1800

By: , Deputy

cc: Mary Ann Mason, Assistant County Counsel, Tiffany Lennear, Clerk of the Board of Supervisors, Rick Howard, Town of Discovery Bay Community Services District

CHILDREN'S IMPACT STATEMENT:

None.

**CONFLICT OF INTEREST CODE FOR THE
TOWN OF DISCOVERY BAY COMMUNITY SERVICE DISTRICT**

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 has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosed categories are set forth, constitute the conflict of interest code of the Town of Discovery Bay Community Service District.

Designated members and employees shall file statements of economic interests with the Town of Discovery Bay Community Service District. The statements will be available for public inspection and reproduction. (Gov. Code Section 81008).

APPENDIX

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Directors	All
General Manager	All
Secretary	All
Treasurer	All
Water and Waste Water Manager	All
Landscape Manager	All
Attorney	All
Consultants*	All

* Consultants 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 this 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.

DISCLOSURE CATEGORIES

1. All investments and business positions in business entities, and all sources of income and interests in real property. This category is known as full disclosure.

2. Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment, machinery, or office supplies, to the **Town of** Discovery Bay Community Services District, or could foreseeably provide services or supplies to the **Town of** Discovery Bay Community Services District

3. Interests in real property located in whole or in part within the boundaries of the Discovery Bay Community Services District, or within a two-mile radius of the Town of Discovery Bay Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than ~~\$1,000.00~~ **\$2,000.00**.

4. 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 had contracted with, or in the future may contract with, the **Town of** Discovery Bay Community Services District to provide services or supplies to the **Town of** Discovery Bay Community Services District.



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010-12

RESOLUTION AMENDING THE CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1974, Government Code section 81000 et seq., requires state and local government agencies to adopt and amend a Conflict of Interest Code as necessary; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation found at California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted by reference; and

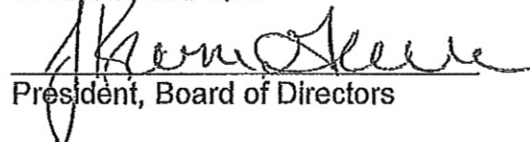
WHEREAS, it is necessary to amend the Conflict of Interest Code to reflect the current positions; and

WHEREAS, a public hearing was held to consider the amendments pursuant to Government Code Section 87311.

HOW THEREFORE, BE IT RESOLVED that the Board of Directors amends its Conflict of Interest Code as set forth in the attached Conflict of Interest Code.

PASSED, APPROVED AND ADOPTED THIS 1ST DAY OF SEPTEMBER 2010.

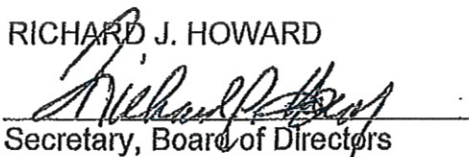
J. KEVIN GRAVES


President, Board of Directors

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on the 1st of September, 2010, by the following vote of the Board:

AYES:	<u>5</u>
NOES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTENTION:	<u>0</u>

RICHARD J. HOWARD


Secretary, Board of Directors

**CONFLICT OF INTEREST CODE FOR THE
TOWN OF DISCOVERY BAY COMMUNITY SERVICE DISTRICT**

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 has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosed categories are set forth, constitute the conflict of interest code of the Town of Discovery Bay Community Service District.

Designated members and employees shall file statements of economic interests with the Town of Discovery Bay Community Service District. The statements will be available for public inspection and reproduction. (Gov. Code Section 81008).

APPENDIX

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Directors	All
General Manager	All
Water and Waste Water Manager	All
Landscape Manager	All
Attorney	All
Consultants*	All

* Consultants 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 this 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.

DISCLOSURE CATEGORIES

1. All investments and business positions in business entities, and all sources of income and interests in real property. This category is known as full disclosure.

2. Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Town of Discovery Bay Community Services District, or could foreseeably provide services or supplies to the Town of Discovery Bay Community Services District

3. Interests in real property located in whole or in part within the boundaries of the Discovery Bay Community Services District, or within a two-mile radius of the Town of Discovery Bay Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000.00.

4. 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 had contracted with, or in the future may contract with, the Town of Discovery Bay Community Services District to provide services or supplies to the Town of Discovery Bay Community Services District.



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010-12

CCOT

RESOLUTION AMENDING THE CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1974, Government Code section 81000 et seq., requires state and local government agencies to adopt and amend a Conflict of Interest Code as necessary; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation found at California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted by reference; and

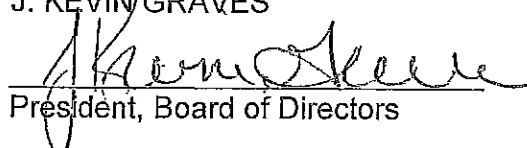
WHEREAS, it is necessary to amend the Conflict of Interest Code to reflect the current positions; and

WHEREAS, a public hearing was held to consider the amendments pursuant to Government Code Section 87311.

HOW THEREFORE, BE IT RESOLVED that the Board of Director amends it Conflict of Interest Code as set forth in the attached Conflict of Interest Code.

PASSED, APPROVED AND ADOPTED THIS 1ST DAY OF SEPTEMBER 2010.

J. KEVIN GRAVES


President, Board of Directors

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly schedule meeting, held on the 1st of September, 2010, by the following vote of the Board:

AYES:	<u>5</u>
NOES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTENTION:	<u>0</u>

RICHARD J. HOWARD


Secretary, Board of Directors

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 5, 2011



**Contra
Costa
County**

Subject: Election of Retirement Board Members Numbers 3, 7 and 7 Alternate

RECOMMENDATION(S):

ADOPT Resolution No. 2011/26 to set in motion the election procedure to fill the positions of Contra Costa County Employees' Retirement Association's Board of Retirement members 3, 7, and 7 Alternate, as recommended by the Retirement Administration Manager.

FISCAL IMPACT:

The cost of the election, estimated at \$42,750 (not including Candidate Statements or any postage increase) will be borne by the Contra Costa County Employees' Retirement Association.

BACKGROUND:

The terms of seven members of the Contra Costa County Employees' Retirement Association (CCCERA) Board of Retirement will be completed on June 30, 2011:

1. **Member #3: Richard Cabral, elected by general members of the Association.**
2. Member #5: Dave Gaynor, appointed by the Board of Supervisors.
3. Member #6: John Gioia, appointed by the Board of Supervisors.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:
January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of

Contact: Lara DeLaney, 925-335-1097

Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

4. **Member #7: Terry Buck, elected by safety members of the Association.**
5. **Member #7 Safety Alternate: Jim Remick, elected by safety members of the Association.**
6. Member #9: Jerry Holcombe, appointed by the Board of Supervisors.
7. Member #4, 5, 6 & 9 Appointed Alternate: Vacant, appointed by the Board of Supervisors.

The attached Resolution must be adopted by the Board of Supervisors to set in motion the election process to fill the positions of members 3, 7, and 7 (Alternate). (Member #6 has been re-appointed according to the Board Committee Assignment Master List adopted by the Board of Supervisors on January 11, 2011. The process to appoint Members 5, 9, and 9 Alternate is conducted separately by the Board of Supervisors. For these positions, an application will be posted, the Internal Operations Committee reviews applicants and then makes a recommendation to the full Board.)

The procedure and timetable for the election has been cleared by the Elections Department.

CONSEQUENCE OF NEGATIVE ACTION:

If this process is not set into place, there will be vacancies on the Retirement Board that may not be filled in time.

CHILDREN'S IMPACT STATEMENT:

None.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2011/26

In the Matter of Election Of Retirement Board Members Numbers 3, 7 and 7 Alternate

The terms of seven members of the Retirement Association's Board of Retirement will be completed on June 30, 2011.

Member #3: Richard Cabral, elected by general members of the Association.

Member #5: Dave Gaynor, appointed by the Board of Supervisors.

Member #6: John Gioia, appointed by the Board of Supervisors.

Member #7: Terry Buck, elected by safety members of the Association.

Member #7 Safety Alternate: Jim Remick, elected by safety members of the Association.

Member #9: Jerry Holcombe, appointed by the Board of Supervisors.

Member #4, 5, 6 & 9 Appointed Alternate: Vacant, appointed by the Board of Supervisors.

1. The term of office of members 3, 7, and 7 alternate of the Contra Costa County Employees' Retirement Association Board will be completed as of June 30, 2011. The members are as follows:

<u>Member Number</u>	<u>Name</u>	
3	Richard Cabral, General Member	
7	Terry Buck, Safety Member	
7 (Alternate)	Jim Remick, Safety Alternate	

The appropriate members of the Retirement Association may elect someone to fill these offices for a three-year term beginning July 1, 2011 as provided below.

2. Nominations shall be on forms provided by the County Clerk starting on February 28, 2011 and filed in that office not later than 5 p.m. on March 25, 2011. The Clerk shall have ballots printed with the nominees' names and with blank spaces for write-in candidates. The Clerk shall have a ballot mailed no later than May 23, 2011 to each member of the appropriate group of the Retirement Association as of April 1, 2011 with a ballot envelope in which to enclose the ballot when voted, imprinted "Retirement Board Ballot" or similar words, together with a "return postage guaranteed" envelope addressed to the County Clerk for mailing the ballot envelope to that office, and with instructions that the ballot shall be marked and returned to the County Clerk before 5 p.m. on election day. (See No. 3 below.)

3. Election Day is hereby fixed as Tuesday, June 21, 2011. Any Ballot reaching the County Clerk's Office after 5 p.m. on Tuesday, June 21, 2011 shall be voided and not counted.

4. Notice of election and nomination procedure shall be given by the Clerk by publishing a copy of this resolution at least once in the Contra Costa Times, West Contra Costa Times, San Ramon Valley Times, and the Ledger Post Dispatch at least ten days before the last day for receiving nominations. (See No 2 above.)

5. On Wednesday, June 22, 2011, the County Clerk shall cause all valid ballots to be publicly opened, counted, and tallied by an Election Board, which shall forthwith certify the return to this Board; and this Board shall declare the winners elected, or arrange for a run-off election in case of a tie.

6. If the County Clerk receives no valid nominations for any position, he shall so inform this Board which shall call a new election therefore; and if the Clerk receives only one nomination for any position, he shall so notify this Board which shall declare that person elected to that position.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lara DeLaney, 925-335-1097

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 7, 2011



**Contra
Costa
County**

Subject: REFER to Finance Committee - Auditor's Report on the Keller Canyon Mitigation Fund

RECOMMENDATION(S):

REFER the Auditor-Controller's report on the Keller Canyon Mitigation Fund to the Finance Committee, as recommended by Supervisor Glover.

FISCAL IMPACT:

None.

BACKGROUND:

At the December 14 meeting of the Board of Supervisors, Supervisor Glover requested that the Auditor-Controller's Report on the Keller Canyon Mitigation Fund be referred to the Finance Committee for review.

CONSEQUENCE OF NEGATIVE ACTION:

None.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE ☐

Administrator and
Clerk of the Board of
Supervisors

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: , Deputy

cc: Lisa Driscoll, County Finance Director, Robert Campbell, Auditor-Controller

To: Board of Supervisors

From: Mark Peterson, District Attorney

Date: January 7, 2011



**Contra
Costa
County**

Subject: Resolution requiring HIV testing of individuals charged with sexual assault crimes within 48 hours

RECOMMENDATION(S):

ADOPT Resolution No. 2011/27 requiring HIV (human immunodeficiency virus) testing of individuals charged with sexual assault crimes no later than 48 hours after the filing of the Information or Indictment.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The County of Contra Costa is the recipient of a grant in the amount of \$4,227,924 from the U.S. Department of Justice's (DOJ) Community Defined Solutions to Violence Against Women (formerly Grants to Encourage Arrest) grant program. The program is designed to strengthen law enforcement and prosecution of cases involving domestic violence, sexual assault, dating violence or stalking.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

, County

RECUSE



Administrator and
Clerk of the Board of
Supervisors

Contact: DEVORAH LEVINE (925) 313-1524

By: , Deputy

cc: District Attorney, County Administrator, Zero Tolerance Program Admin

BACKGROUND: (CONT'D)

One of the grant conditions states that 5% of the grant will be withheld unless the County certifies that it has a law or regulation that requires: (1) the local government at the request of a victim to administer to a defendant, against whom an information or indictment is presented for a crime which, by force or threat of force, the perpetrator compels the victim to engage in sexual activity, testing for the immunodeficiency virus (HIV) not later than 48 hours after the date on which the information or indictment is presented; (2) as soon as practicable notification to the victim, or parent and guardian of the victim, and defendant of the testing results; and (3) follow-up tests for HIV as may be medically appropriate, and that as soon as practicable after each such test the results be made available.

Courts are statutorily authorized to issue search warrants, at the request of the victim, to test the blood of an accused person who has been charged with force or threat of force to engage in sexual activity (California Penal Code Section 1524.1). However, the statute does not specify when the testing must be completed.

CONSEQUENCE OF NEGATIVE ACTION:

If the resolution is not adopted, the County, as grantee, would forfeit 5% of the grant funding described above (\$171,396) – funds which are passed through the County to support the Community Defined Solutions to Violence Against Women Program. The amount that would be forfeited is based on \$50,000 for the most recently awarded grant, plus an additional \$121,396 based on DOJ's retroactive application of the requirement to two previous grant cycles.

CHILDREN'S IMPACT STATEMENT:

No Impact.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2011/27

ESTABLISHING A POLICY
REQUIRING PROMPT HIV TESTING OF INDIVIDUALS CHARGED WITH SEXUAL ASSAULT CRIMES

WHEREAS, California law permits the immunodeficiency virus (HIV) testing of criminal defendants prior to conviction where the criminal defendant is accused of specific sex related crimes against a victim. The State of California does not have a time requirement for such testing.

WHEREAS, the United States Department of Justice (DOJ) requires recipients of the Office on Violence Against Women's Grants to Encourage Arrest Policies and Enforcement of Protection Orders to perform the HIV testing pursuant to a mandatory obligation either through law or regulation, including the requirement that testing occurring within 48 hours of the filing of an Information or Indictment at the request of the victim.

WHEREAS, the County is a recipient of a Grant to Encourage Arrest Policies and Enforcement of Protection Orders (Grant Award No. 2004-WE-AX-0058). This resolution is adopted in order to comply with DOJ grant conditions requiring HIV testing of certain criminal defendants within 48 hours of the filing of an Information or Indictment at the request of the victim.

NOW, THEREFORE, BE IT RESOLVED that in all cases where a defendant is charged with a crime brought by the District Attorney's Office in which, by force or threat of force, the defendant compels the victim to engage in sexual activity:

1. At the request of the victim or the victim's legal guardian, testing of the defendant for the human immunodeficiency virus (HIV) shall be conducted no later than 48 hours after the filing of the Information or Indictment.
2. Original and follow up HIV testing shall be conducted as medically appropriate and prescribed by law.
3. Notification of the original test result, and of results of follow-up tests if applicable, shall be provided to the victim or victim's legal guardian and to the defendant as soon as practicable and only as prescribed by law.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: **DEVORAH LEVINE (925)**
313-1524

ATTESTED: January 18, 2011
_____, County Administrator and Clerk of the Board of Supervisors

By: _____, Deputy

cc: District Attorney, County Administrator, Zero Tolerance Program Admin

To: Board of Supervisors

From: Michael J. Lango, General Services Director

Date: January 11, 2011



**Contra
Costa
County**

Subject: APPROVE Notice of Intention to Purchase 2.83 acres of Real Property located on Technology Way, Brentwood, and make findings under CEQA

RECOMMENDATION(S):

APPROVE the Notice of Intention to purchase 2.83 acres of Real Property described on the attachment hereto, from Gregory Ranch Office Investors, LP for future development purposes, for the sum of \$1,300,000, which is a fair and reasonable price therefore, plus escrow closing costs, and pursuant to Government Code 25350.

DETERMINE that this activity will not have a significant effect on the environment, and that it has been determined to be exempt from the California Environmental Quality Act (CEQA) under State CEQA guidelines Article 5, Section 15061 (b)(3). This Board DIRECTS the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and DIRECTS the General Services Director, or designee, to arrange for payment of the \$50 fee to the County Clerk for filing and a \$25 fee to DCD for processing of the Notice of Exemption.

DECLARE that this Board will meet on Tuesday, February 15, 2011 at 10:00 a.m., or thereafter, in the Board's Chambers, County Administration Building, 651 Pine Street, Martinez, California, to consummate the purchase.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

Contact: Mike Lango (925) 313-7120

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County
Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: GSD - Admin, GSD - Accounting, GSD - Real Estate Div Manager, GSD Real Estate Clerical, Auditor-Controller, Office of the County Administrator, County Counsel, Risk Manager

RECOMMENDATION(S): (CONT'D)

DIRECT the Clerk of the Board to publish the attached notice in the Contra Costa Times pursuant to Government Code Section 6063.

FISCAL IMPACT:

The \$1,300,000 purchase price, plus approximately \$5,500 in escrow closing costs, will be paid from County General Fund Reserves. A 4/5 vote of the Board is required to authorize a disbursement from the General Fund.

BACKGROUND:

In 2006, the Board of Supervisors directed staff to conduct an East County Needs Assessment with all County Department Heads to study the effectiveness of County services in Far East county and to identify where services could be improved. A Regional Needs Assessment was completed and presented to the Board in April 2006, which found that notable geographic inequities exist with regard to the delivery of County services, and that Far East county residents are geographically disadvantaged in relation to County service delivery.

As a result of the above Regional Needs Assessment, the Board directed General Services staff to complete a site selection process to evaluate the availability of land and existing buildings in Brentwood for the development of an East County Government Center (ECGC). Since that time, staff evaluated various sites and development scenarios, including leasing land and having the landlord construct a built-to-suit building, acquiring an existing building for renovation to suit the County's needs, and evaluating and comparing the costs of leasing versus owning County facilities.

Given the current economy and real estate conditions, acquiring the land on Technology Way at a relatively low cost for eventual construction of an East County Government Center offers the County the best alternatives for providing services to the Far East portion of the county in the future.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not acquire the Technology Way land for the future development of the East County Government Center.

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 12, 2011



**Contra
Costa
County**

Subject: Resolution in Support of the County's Federal FY 2012 Appropriations Requests

RECOMMENDATION(S):

ADOPT Resolution 2011-34 in support of Contra Costa County's Federal Fiscal Year 2012 appropriations requests, as specified in the 2011 Federal Legislative Platform.

FISCAL IMPACT:

These appropriations requests, if passed by Congress, would bring millions of dollars to Contra Costa County to support the implementation of the various projects contained in the Federal Legislative Platform.

BACKGROUND:

Each year, Contra Costa County submits appropriations requests to our Congressional Delegation in support of various projects that are important to the County. These projects are listed in the County's Federal Legislative Platform. (See related agenda item.) For Federal Fiscal Year 2012, while it is uncertain how the new Republican Leadership will treat appropriation requests from House members, it is nevertheless important for our Congressional delegation to know our priorities so they can advocate for the critical investments in our communities. In this process, Congressman John Garamendi has requested that appropriations requests be accompanied by a resolution of support from the Board of Supervisors for the projects we are requesting. The attached Resolution fulfills that requirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/18/2011**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED:

January 18, 2011

David J. Twa, County

RECUSE 

Contact: L. DeLaney, 925-335-1097

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

(If individual resolutions are requested for each project, the resolutions will be similar to the ones attached for the three projects sponsored by the County's Flood Control District: Mt. Diablo Mercury Mine Clean-up, Lower Walnut Creek, and Grayson and Murderer's Creek Flood Control Project.)

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

None.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 01/18/2011 by the following vote:

AYES: ☐
NOES: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2011/34

Support from the Contra Costa County Board of Supervisors for Federal Fiscal Year 2012 Appropriations Requests

WHEREAS the Contra Costa County Board of Supervisors each year develops and adopts a Federal Legislative Platform; and

WHEREAS the Federal Legislative Platform contains the appropriations requests the County will be seeking from its members of Congress for inclusion in the various appropriations bills passed by Congress and signed by the President; and

WHEREAS these appropriations requests include the projects that the Contra Costa County Board of Supervisors determines are of critical importance to the County and its residents; and

WHEREAS support for these Contra Costa County appropriations requests by the County's Congressional Delegation is of utmost importance in the successful delivery of these projects;

The Contra Costa County Board of Supervisors, also the governing Board of the Contra Costa County Flood Control and Water Conservation District, supports the efforts of the Flood Control District to partner with the Army Corps of Engineers on our Energy and Water projects, acknowledges the benefits of each of the projects listed below to Contra Costa County, and supports continued federal funding to finance the federal share of the following projects:

1. Delta LTMS-Pinole Shoal Management, CA
2. Safe and Bright Futures for Children Exposed to Domestic Violence
3. Mt. Diablo Mercury Mine Clean-up
4. Lower Walnut Creek, California
5. Grayson and Murderer's Creeks (Walnut Creek Basin), California
6. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP)
7. Suisun Bay Channel/New York Slough Maintenance Dredging
8. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging
9. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening
10. Contra Costa County's VHF Public Safety Radio System
11. State Route 4 / Old River Bridge Study

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: L. DeLaney, 925-335-1097

ATTESTED: January 18, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

The Board of Supervisors of Contra Costa County

In the Matter of support for the Mount)
Diablo Mercury Mine Clean-Up Project)

RESOLUTION NO. 2011/____

WHEREAS the Mount Diablo Mercury Mine is a large abandoned Mercury Mine located on the Northeast side of Mount Diablo in the headwaters of the Marsh Creek Watershed; and

WHEREAS the County and Flood Control District have been interested since the early 1990's in remediating the mine site, which is located on private property and adjacent to the Mount Diablo State Park; and

WHEREAS the California Central Valley Regional Water Quality Control Board has identified the entire length of Marsh Creek, from the mine site to the Sacramento/San Joaquin Delta, as an impaired water body for mercury and heavy metals under Section 303(d) of the Clean Water Act; and

WHEREAS the Flood Control District owns the Marsh Creek Reservoir downstream of the mine site and owns a significant portion of the Creek channel downstream of the reservoir and has been interested in helping clean up the Mercury Mine but liability concerns have slowed progress in developing a clean-up plan; and

WHEREAS through the hard work of our Congressional Delegation we received a \$517,000 appropriation through the Army Corps of Engineers Remediation of Abandoned Mine Sites Program (RAMS) to develop a clean-up plan through a community-based, stakeholder driven planning process; and

WHEREAS the cost of conducting the planning process to develop the remediation plan is split between the Flood Control District and the Army Corps of Engineers and is dependent upon continued federal funding for the process to move forward; and

WHEREAS the current authority for the Corps under the RAMS Program is for planning activities only and there are legislative proposals to expand that authority to include project construction, which would resolve the liability issues for the Flood Control District; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors, as governing Board of the Contra Costa County Flood Control and Water Conservation District supports the efforts of the Flood Control District to partner with the Army Corps of Engineers, acknowledges the benefit of cleaning up the abandoned mercury mine and supports continued federal funding to finance the federal share of the clean-up project and legislative efforts to expand the authority of the Corps to allow project construction.

PASSED by a unanimous vote of the Board of Supervisors members present this

____ day of _____, 2011.

CHAIR GAYLE B. UILKEMA

**Witness my hand and the Seal of the Board of Supervisors
affixed on this ____ day of _____, 2011.**

**DAVID TWA, Clerk of the Board of Supervisors and
County Administrator.**

By: _____
Deputy

RESOLUTION NO. 2011/

The Board of Supervisors of Contra Costa County

In the Matter of support for the Grayson / Murderer's Creek Project

RESOLUTION NO. 2011/____

WHEREAS the area surrounding Grayson and Murderer's Creeks is at risk for flood damages because of inadequate capacity of these creeks

WHEREAS the City of Pleasant Hill and Flood Control District have been interested since the early 1980s in reducing flood risk by constructing detention basins in the watershed; and

WHEREAS both the City and the Flood Control District lack the financial resources to implement such a project; and

WHEREAS the US Army Corps of Engineers has a program to partner with non-federal sponsors to design and construct flood risk reduction projects; and

WHEREAS the US Army Corps of Engineers program has a cost share where the program costs are split between the federal and non-federal sponsors and is dependent upon continued federal funding for the process to move forward; and

WHEREAS the City of Pleasant Hill has partnered with the Flood Control District to share the financial responsibilities of the non-federal partner; and

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors supports the efforts of the Flood Control District to partner with the Corps of Engineers, acknowledges the benefits of reducing flood risk for local residents, and supports continued Federal funding to finance the Federal share of the project.

PASSED by a unanimous vote of the Board of Supervisors members present this

____ day of _____, 2011.

CHAIR GAYLE B. UILKEMA

**Witness my hand and the Seal of the Board of Supervisors
affixed on this ____ day of _____, 2011.**

**DAVID TWA, Clerk of the Board of Supervisors and
County Administrator.**

By: _____
Deputy

RESOLUTION NO. 2011/

The Board of Supervisors of Contra Costa County, California

DRAFT

IN THE MATTER OF SUPPORT

For the Lower Walnut Creek Project

RESOLUTION NO. 2011/____

WHEREAS, the Contra Costa County Flood Control and Water Conservation District owns, operates and maintains the Walnut Creek Channel, part of a twenty-two mile system of flood protection constructed by the U.S. Army Corps of Engineers; and

WHEREAS, the most downstream reach of the system is known as Lower Walnut Creek, and protects the Tesoro Golden Eagle refinery, the Central Contra Costa Sanitary District treatment plan, Buchanan Field Airport, and many residential, commercial and industrial areas from damaging floodwaters; and

WHEREAS, Lower Walnut Creek provides habitat for a number of rare and endangered species such as Clapper Rail, Black Rail, Salt Marsh Harvest Mouse and Chinook Salmon; and

★ **WHEREAS**, upon construction of the channel, the Flood Control District signed an operations and maintenance agreement with the Corps of Engineers that dictated the channel would be periodically dredged and vegetation removed; and

WHEREAS, the Flood Control District's efforts to dredge the channel have been rejected by regulatory agencies concerned about the loss of critical wildlife habitat; and

WHEREAS, the Flood Control District has entered into a partnership with the Corps of Engineers to reevaluate the channel, and transform it into a sustainable facility; and

WHEREAS, the cost of this reevaluation study, known as the Lower Walnut Creek Project, is split equally between the Federal government and Flood Control District; and

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors supports the efforts of the Flood Control District to partner with the Corps of Engineers, acknowledges the benefits of creating a sustainable channel, and supports continued Federal funding to finance the Federal share of the project.

PASSED by a unanimous vote of the Board of Supervisors members present this

____ day of _____, 2011.

CHAIR GAYLE B. UILKEMA

Witness my hand and the Seal of the Board of Supervisors
affixed on this ____ day of _____, 2011.

DAVID TWA, Clerk of the Board of Supervisors and
County Administrator.

By: _____
Deputy

RESOLUTION NO. 2011/